

Updated 8/1/2026

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
 4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
 - c) an electronic bid bond submitted with an electronic bid.
 5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, March 2026 Edition.

February 5, 2026
Supersedes April 28, 2017

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Guy Berthiaume at guy.berthiaume@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

WIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

WIN:

Town:

Name of Contractor:

August 1, 2026

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____, for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

RFI No: _____

Date _____ **Time** _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s):_____

Company Name:_____ **Phone:()**_____

Email: _____ **Fax:** (____) _____

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NOTICE

BIDDER'S LIST FORM

All Bidders must submit the Bidder's List Form with their bid.

The Bidder's List Form contains information required by USDOT.

The Bidder's List Form must be completed by each Prime Contractor.

A copy of the new Bidder's List Form and instructions for completing it are attached.

The DBE Directory can be found on the MaineDOT Website at: <https://www.maine.gov/mdot/civilrights/dbe/>

Questions about the Directory or this form should be sent to the Civil Rights Office at mary.bryant@maine.gov or by calling 207-624-3056.

INSTRUCTIONS FOR PREPARING THE MAINEDOT BIDDER'S LIST FORM

The Contractor shall extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of subcontractors and suppliers.

Each prime contractor submitting a bid on a federally funded project must complete each section of the Bidder's List Form in its entirety for itself and each subcontractor on that project.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Section A:

1. Insert Prime Contractor Name
2. Insert WIN for the Federal Project bidding on
3. Insert Bid Date
4. Insert Project Location
5. Insert Email address of Contact Person

Section B:

- A. Enter each Contractor's and Sub-Contractor's name and address (including zip code) – Prime Contractor's name should be listed in first box of this section; then each additional line would be proposed subcontractors – DBE and NonDBE
- B. Enter each Contractor's and Sub-Contractor's annual gross receipts bracket (see the legend on the form)
- C. Enter DBE status (DBE or non-DBE) for each contractor/sub-contractor
- D. Enter each Contractor's and Sub-Contractor's NAICS (North Amer. Industry Classification System) code (may be more than one) and Scope of Work
- E. For each Contractor and Sub-Contractor enter the Race and Gender of the firm's majority owner
- F. Enter the Age of each firm for every Contractor and Sub-Contractor
- G. Enter the Proposed amount of payment (Bid amount) for each Contractor/Sub-Contractor.

Maine Department of Transportation
BIDDER'S LIST FORM

SECTION A. Bidder/Prime Contractor Information - This section must be completed by the Bidder/Prime Contractor

Prime Contractor Name: _____

Prime Contractor Email Address: _____ Bid Date: _____

Federal Project WIN: _____ Project Location: _____

SECTION B. COMMITMENT DETAILS – Prime contractor and all proposed subcontractor information is required in this section.

A. Firm name & address, including zip code. Prime must be listed first.	B. Annual gross receipt bracket Select 1 to 7*	C. Status: DBE or Non-DBE	D. NAICS Code(s) and scope of work	E. Age of each firm	F. Proposed amount

*1) Less than \$1M; 2) \$1 – \$3M; 3) \$3 - \$6M; 4) \$6 - \$10M; 5) \$10 - \$20M; 6) \$20 - \$50M; 7) Greater than \$50M – More than 5 subs use additional form.

For a complete list of certified DBE firms, please visit: <https://www.maine.gov/dot/doing-business/civil-rights/dbe>
This information is required pursuant to 49 CFR §26.11, and is used to track data in all federally funded MaineDOT contracts.

MaineDOT Use Only: ☐ FHWA ☐ FTA ☐ FAA

DBE GOAL NOTICE
Maine Department of Transportation
Disadvantaged Business Enterprise Program

Notice is hereby given that in accordance with US DOT regulation 49 CFR Part 26, the Maine Department of Transportation (MaineDOT) has established a Disadvantaged Business Enterprise Program (DBE) for disadvantaged business participation in the federal-aid highway and bridge construction programs; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

Beginning September 1, 2024, MaineDOT has established an annual DBE participation goal of **1.43%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration through August 31, 2027. MaineDOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 1.43% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>

Interested parties may view MaineDOT's DBE goal setting methodology, also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: sherry.tompkins@maine.gov

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

<https://www.maine.gov/mdot/civilrights/dbe/>

For additional information and guidance contact:

Civil Rights Office at (207) 624-3056

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listing.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **1½" Overlay and Mill & Fill** in the City of **Rockland**" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **October 14, 2026**, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a **Highway Construction, Paving**, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. 2245800 WIN 022458.00

Location: In Knox County, project is located in the city of Rockland on US Route 1, beginning at the Thomaston town line and extending northeasterly 1.32 miles.

Outline of Work: 1½" Overlay and Mill & Fill and other incidental work.

The basis of award will be Section 1 Only. Sections 1 and 2 must be bid.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to Tim Pelotte at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday (or if that Monday is a state holiday, Friday) prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be purchased between the hours of 7:00 a.m. to 3:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

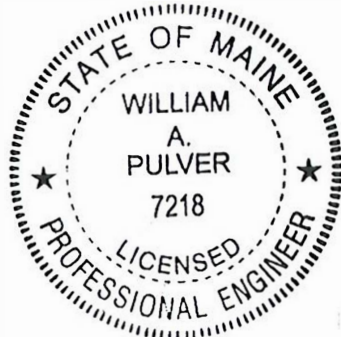
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2026 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2026 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m. *Standard Detail* updates can be found at <https://www.maine.gov/dot/doing-business/bid-opportunities/standards>

The right is hereby reserved to the MaineDOT to reject any or all bids.

Augusta, Maine
September 23, 2026



WILLIAM A. PULVER P. E.
CHIEF ENGINEER

NOTICE

All bids for Federal Projects **shall** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431. Failure to submit the form with the bid will be considered a curable defect.

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

9/16/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 5

Proposal ID: 022458.00

Project(s): 022458.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.2023 REMOVING PAVEMENT SURFACE - MEDIUM CUT DRUM	21,100.000 SY	_____	 _____	_____	 _____
0020	202.203 PAVEMENT BUTT JOINTS	620.000 SY	_____	 _____	_____	 _____
0030	204.50 ROAD BASE REPAIR AREAS	450.000 SY	_____	 _____	_____	 _____
0040	403.102 HOT MIX ASPHALT PAVEMENT - SPECIAL AREAS	150.000 T	_____	 _____	_____	 _____
0050	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	250.000 T	_____	 _____	_____	 _____
0060	403.2101 9.5 MM POLYMER MODIFIED HMA	3,350.000 T	_____	 _____	_____	 _____
0070	403.2111 9.5 MM POLYMER MODIFIED HMA (SHIM)	2,325.000 T	_____	 _____	_____	 _____
0080	403.213 HOT MIX ASPHALT 12.5 MM BASE	30.000 T	_____	 _____	_____	 _____
0090	409.15 BITUMINOUS TACK COAT - APPLIED	2,800.000 G	_____	 _____	_____	 _____
0100	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	30.000 CY	_____	 _____	_____	 _____
0110	419.30 SAW CUTTING BITUMINOUS PAVEMENT	150.000 LF	_____	 _____	_____	 _____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022458.00

Project(s): 022458.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	5,000.000 LB	_____	_____	_____	_____
0130	424.38 CRACK REPAIR - HOT POUR MASTIC	2,500.000 LB	_____	_____	_____	_____
0140	604.161 ALTERING CATCH BASIN	7.000 EA	_____	_____	_____	_____
0150	604.164 REBUILDING CATCH BASIN	7.000 EA	_____	_____	_____	_____
0160	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	21.000 EA	_____	_____	_____	_____
0170	606.1306 31" W-BM GR, MID-WAY SPLICE TANGENT TERMINAL	3.000 EA	_____	_____	_____	_____
0180	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	6.000 EA	_____	_____	_____	_____
0190	606.362 GUARDRAIL ADJUSTED	383.000 LF	_____	_____	_____	_____
0200	608.26 CURB RAMP DETECTABLE WARNING FIELD	13.000 SF	_____	_____	_____	_____
0210	608.46 REGRAIDING SIDEWALK	25.000 SY	_____	_____	_____	_____
0220	609.16 CONCRETE SLIPFORM CURB - SLOPED	270.000 LF	_____	_____	_____	_____
0230	609.31 CURB TYPE 3	605.000 LF	_____	_____	_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022458.00

Project(s): 022458.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	609.38 RESET CURB TYPE 1	300.000 LF	_____	_____	_____	_____
0250	613.319 EROSION CONTROL BLANKET	620.000 SY	_____	_____	_____	_____
0260	615.07 LOAM	130.000 CY	_____	_____	_____	_____
0270	618.14 SEEDING METHOD NUMBER 2	52.000 UN	_____	_____	_____	_____
0280	619.12 MULCH	52.000 UN	_____	_____	_____	_____
0290	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	27,100.000 LF	_____	_____	_____	_____
0300	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	7,600.000 SF	_____	_____	_____	_____
0310	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	30,000.000 LF	_____	_____	_____	_____
0320	629.05 HAND LABOR, STRAIGHT TIME	12.000 HR	_____	_____	_____	_____
0330	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	120.000 HR	_____	_____	_____	_____
0340	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	240.000 HR	_____	_____	_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022458.00

Project(s): 022458.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR	_____	_____	_____	_____
0360	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	_____	_____	_____
0370	652.33 DRUM	40.000 EA	_____	_____	_____	_____
0380	652.34 CONE	175.000 EA	_____	_____	_____	_____
0390	652.35 CONSTRUCTION SIGNS	2,140.000 SF	_____	_____	_____	_____
0400	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	128.000 CD	_____	_____	_____	_____
0410	652.38 FLAGGER	8,000.000 HR	_____	_____	_____	_____
0420	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	3.000 EA	_____	_____	_____	_____
0430	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	_____
0440	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	_____
Section: 1			Total:		_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

Page 5 of 5

Proposal ID: 022458.00

Project(s): 022458.00

SECTION: 2 ROCKLAND SEWER DISTRICT

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0450	812.162 ADJUSTING SEWER MANHOLE TO GRADE	30.000 EA	_____	_____	_____	_____
Section: 2			Total:		_____	_____
			Total Bid:		_____	_____

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **022458.00**, for **1½"** **Overlay and Mill & Fill** in the city of **Rockland, County of Knox, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work; performing construction quality control including inspection, testing and documentation; providing all required documentation at the conclusion of the project; warranting its work; and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract. Payment shall be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 25, 2027.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 1 \$ _____

Section 2 \$ _____

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2026 Edition, Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2026 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2026 Edition*, *Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 022458.00 - for 1½" Overlay and Mill & Fill – in the city of Rockland, State of Maine**, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items."

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2026 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2026 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 1 ☐

Section 2 ☐

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Dale F. Doughty, Commissioner

Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **022458.00**, for **1½"** **Overlay and Mill & Fill** in the city of **Rockland, County of Knox, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work; performing construction quality control including inspection, testing and documentation; providing all required documentation at the conclusion of the project; warranting its work; and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract. Payment shall be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 25, 2027.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 1 \$ _____

Section 2 \$ _____

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2026 Edition, Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2026 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2026 Edition*, *Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 022458.00 - for 1½" Overlay and Mill & Fill – in the city of Rockland, State of Maine**, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items."

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2026 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2026 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 1 ☐

Section 2 ☐

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Dale F. Doughty, Commissioner

Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN No.0112345.00, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2026 Edition, Standard Details March 2026 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2026 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications, March 2026 Edition, Standard Details March 2026 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2026 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2026 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Date

(Witness Sign Here)
Witness

CONTRACTOR
(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale F. Doughty, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....,
a corporation duly organized under the laws of the State of and having a
usual place of business
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this day of, 20.... .

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business in
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

"General Decision Number: ME20260038 05/18/2026

State: Maine

Construction Types: Highway

Counties: Maine Counties of
Knox

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ENGI0004-022 04/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GRADER/BLADE, MILLING MACHINE.....	\$ 30.17	13.80

SUME2014-033 06/23/2017

	Rates	Fringes
TRUCK DRIVER: TACKTRUCK.....	\$ 20.18	7.75
TRUCK DRIVER: DUMP TRUCK.....	\$ 16.68	2.79
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.47	4.80
TRAFFIC CONTROL: FLAGGER.....	\$ 9.38	0.00
OPERATOR: ROLLER ASPHALT.....	\$ 21.97	7.81
OPERATOR: ROLLER (EARTH).....	\$ 16.43	3.40
OPERATOR: SCREED.....	\$ 19.02	4.82
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 21.46	8.78
OPERATOR: MECHANIC.....	\$ 22.07	8.73
OPERATOR: LOADER.....	\$ 18.59	5.53
OPERATOR: BULLDOZER.....	\$ 17.30	3.50
OPERATOR: BROOM/SWEEPER.....	\$ 19.09	5.20
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 21.66	4.91
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 18.83	4.08
LABORER: WHEELMAN.....	\$ 15.64	4.29
LABORER: LANDSCAPE.....	\$ 18.69	2.70

LABORER: COMMON OR GENERAL.....	\$ 14.56	0.00
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 15.40	2.69
IRONWORKER, REINFORCING.....	\$ 16.27	0.00
HIGHWAY/PARKING LOT STRIPING: LABORER.....	\$ 14.80	1.27
CARPENTER, INCLUDES FORM WORK.....	\$ 18.34	2.84

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based.

The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

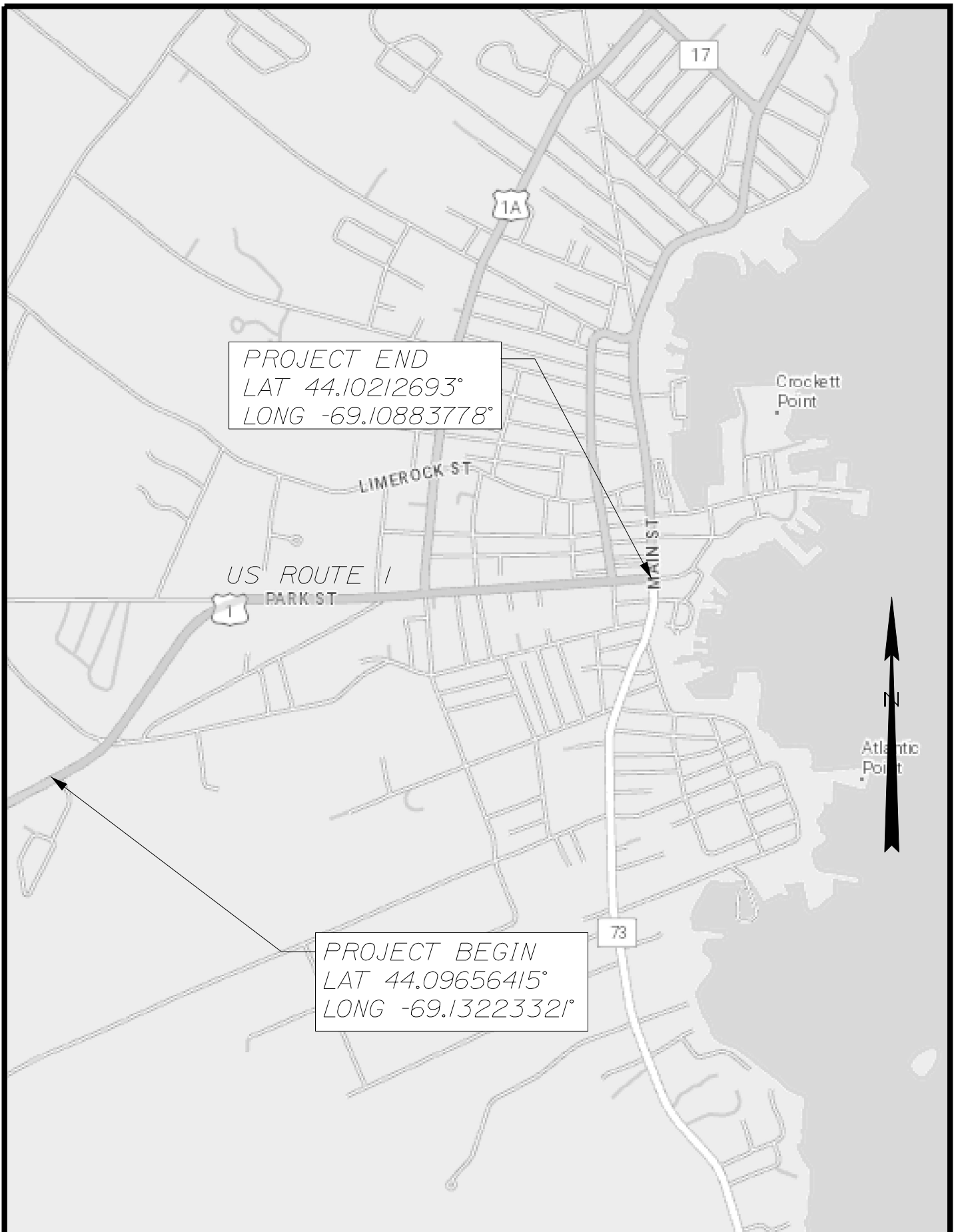
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

U.S. ROUTE 1 ROCKLAND
KNOX COUNTY

SHEET NUMBER

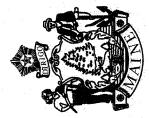
1₄₂

22458.00

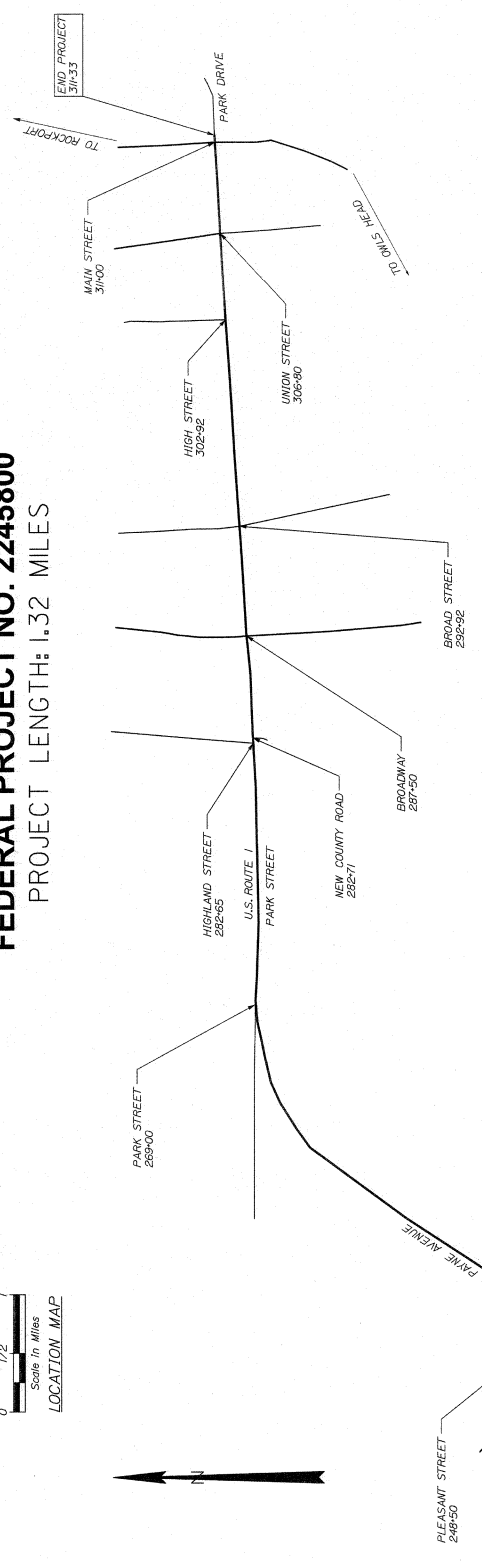
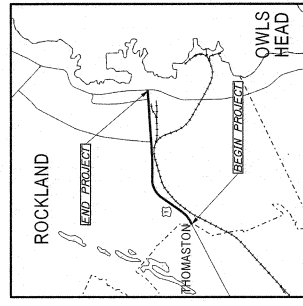
LOCATION MAP

OF 1

STATE OF MAINE DEPARTMENT OF TRANSPORTATION



ROCKLAND KNOX COUNTY U.S. ROUTE 1 FEDERAL PROJECT NO. 2245800 PROJECT LENGTH: 1.32 MILES



TRAFFIC DATA		US (PARK ST. W/O. 1/2 MILE MARKED)	US (NEW COUNTRY RD. SW/PLEASANT ST)
Current (2026) AADT		7460	11220
Future (2046) AADT		8210	12340
DHV - % of AADT		11%	11%
Design Hour Volume		903	1357
% Heavy Trucks (ADT)		16%	16%
% Trucks (OHV)		2%	2%
Directional Distribution (DHV)		55%	55%
Design Speed (mph)		25	35
Functional Class		Principal Arterial	Principal Arterial
Corridor Priority		1	1

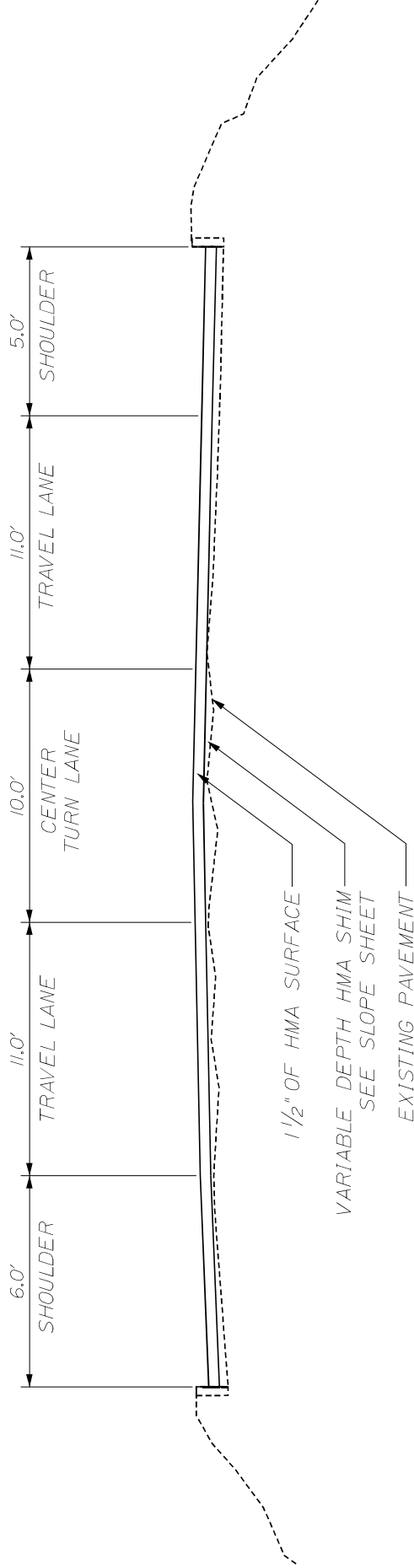
PROJECT LOCATION:	BEGINNING AT THE THOMASTON TOWN LINE AND EXTENDING NORTHEASTERLY 1.32 MILES.
PROGRAM AREA:	REGIONAL PROGRAM
SCOPE OF WORK:	1 1/2" OVERLAY & MILL AND FILL

STATE OF MAINE DEPARTMENT OF TRANSPORTATION APPROVED: _____ CHIEF ENGINEER: _____ DATE: 9-17-22		PROJECT INFORMATION PROJECT NO. 2245800 PROJECT NAME: ROCKLAND U.S. ROUTE 1 PROJECT LOCATION: BEGINNING AT THE THOMASTON TOWN LINE AND EXTENDING NORTHEASTERLY 1.32 MILES. PROJECT LENGTH: 1.32 MILES PROJECT START DATE: 9/1/22 PROJECT END DATE: 5/1/23 PROJECT MANAGER: _____ PROJECT ENGINEER: _____ PROJECT DESIGNER: _____ PROJECT CHECKER: _____ PROJECT REVIEWER: _____ PROJECT APPROVAL: _____ PROJECT SIGNATURE: _____ PROJECT DATE: 9/1/22
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SHEET NUMBER
1
 OF 1

1 1/2" HMA OVERLAY WITH CENTER TURN LANE

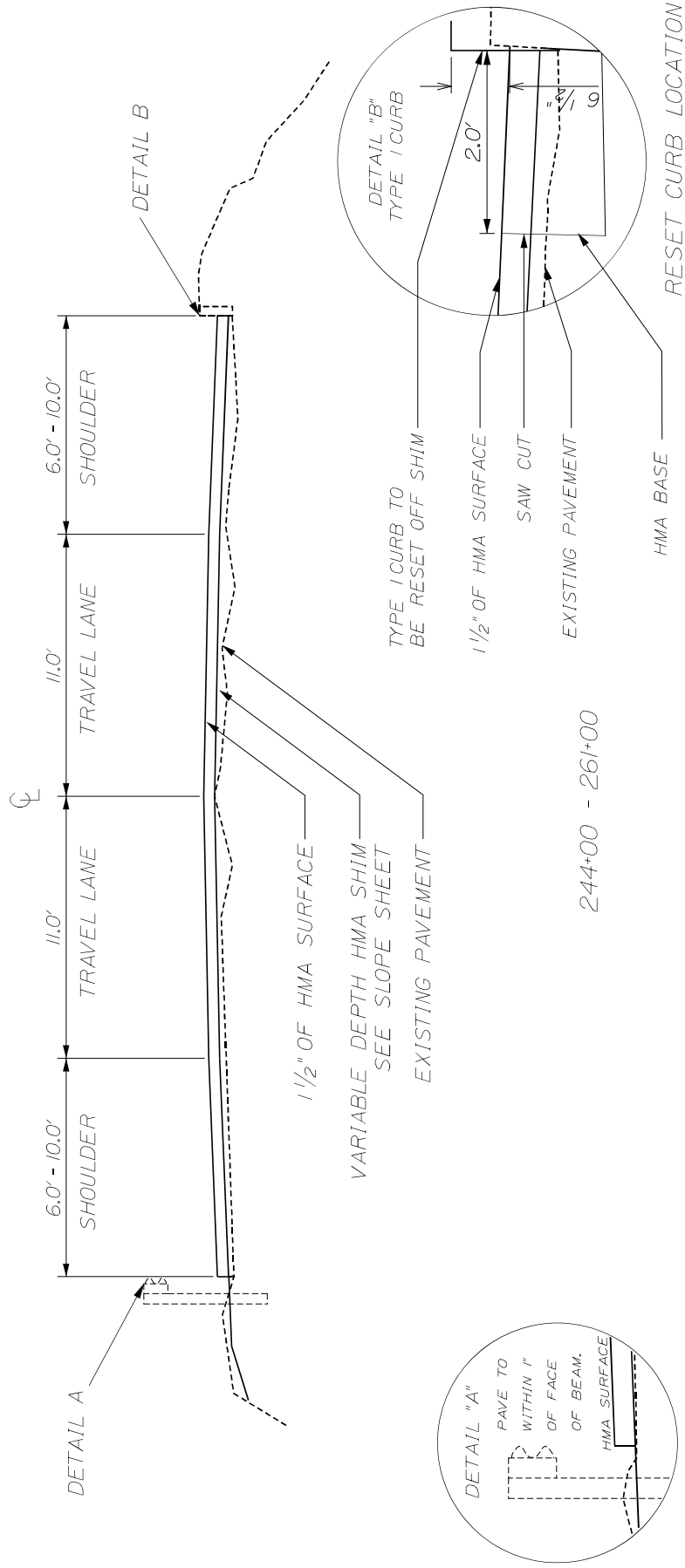
CL



241+50 - 244+00

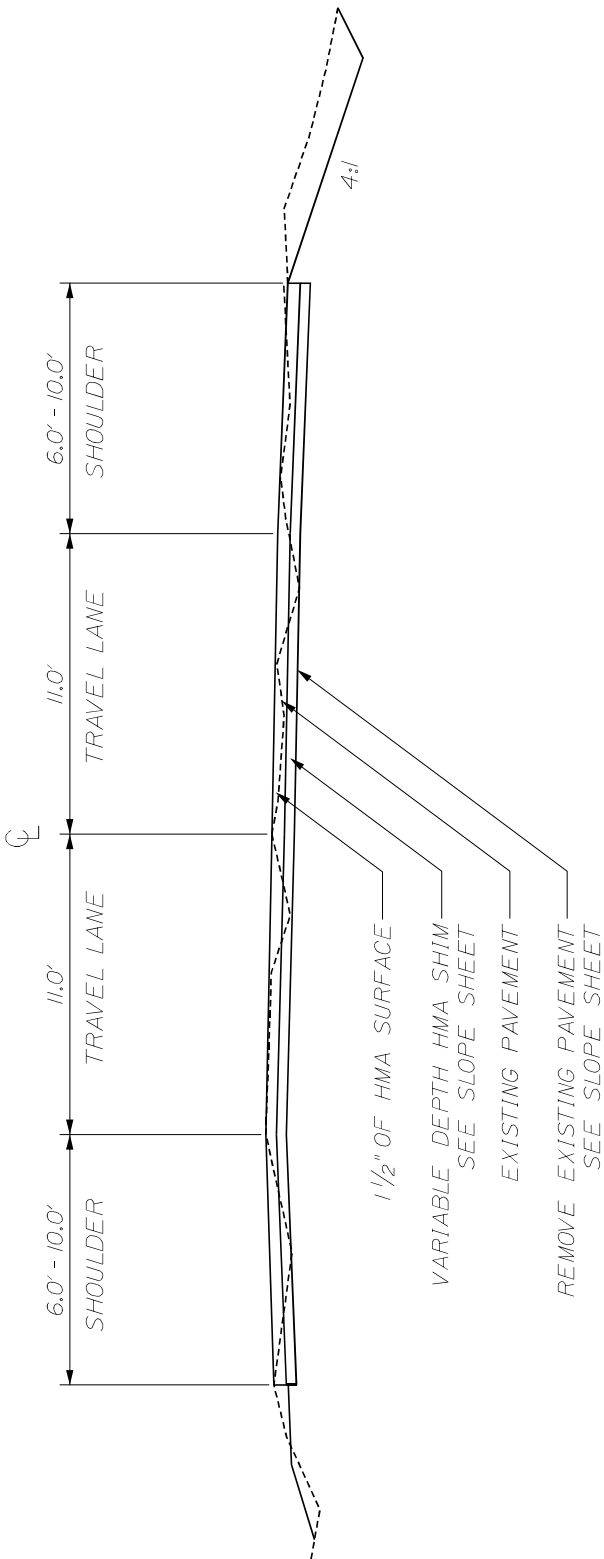
NOT TO SCALE				SHEET NUMBER 1 OF 11	
ROCKLAND U.S. ROUTE 1		STATE OF MAINE DEPARTMENT OF TRANSPORTATION		2245800 HIGHWAY PLANS	
44	TYPICAL SECTIONS		WIN 22458.00		

1 1/2" HMA OVERLAY WITH GUARDRAIL AND INSLOPE AREAS



NOT TO SCALE		STATE OF MAINE		SHEET NUMBER	
ROCKLAND		DEPARTMENT OF TRANSPORTATION		2 OF 11	
U.S. ROUTE 1		2245800		HIGHWAY PLANS	
TYPICAL SECTIONS		WIN 22458.00		45	

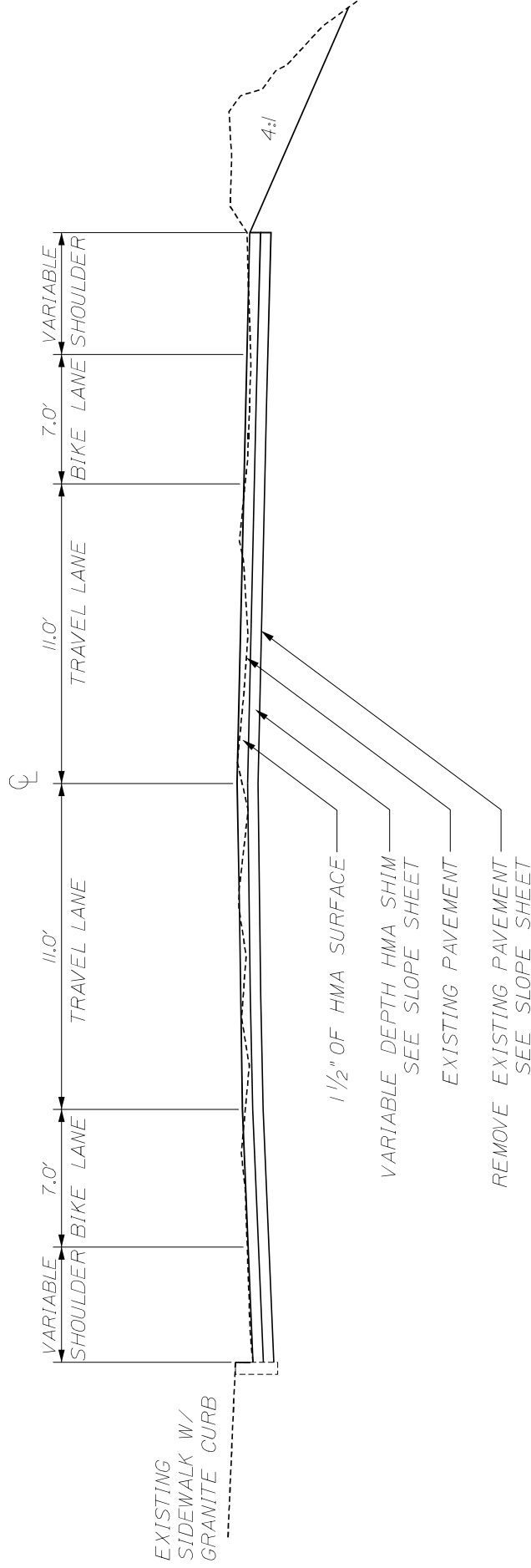
MILL & FILL
WITH INSLOPE AREAS



261+00 - 268+00

NOT TO SCALE		STATE OF MAINE	
ROCKLAND		DEPARTMENT OF TRANSPORTATION	
U.S. ROUTE 1		2245800	
TYPICAL SECTIONS		WIN 22458.00	
46		HIGHWAY PLANS	
		SHEET NUMBER	
		3 OF 11	

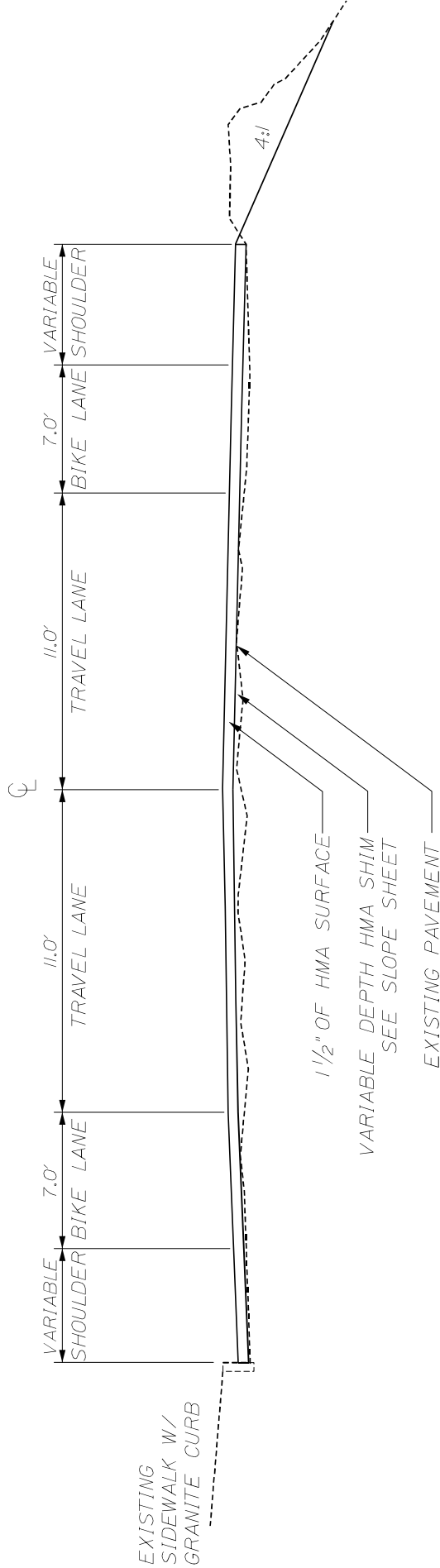
MILL & FILL
WITH BIKE LANE,
CURB, AND INSLOPE



268+00 - 270+00

NOT TO SCALE				SHEET NUMBER 4 OF 11
ROCKLAND U.S. ROUTE 1		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	2245800 HIGHWAY PLANS	
TYPICAL SECTIONS		WIN 22458.00		
47				

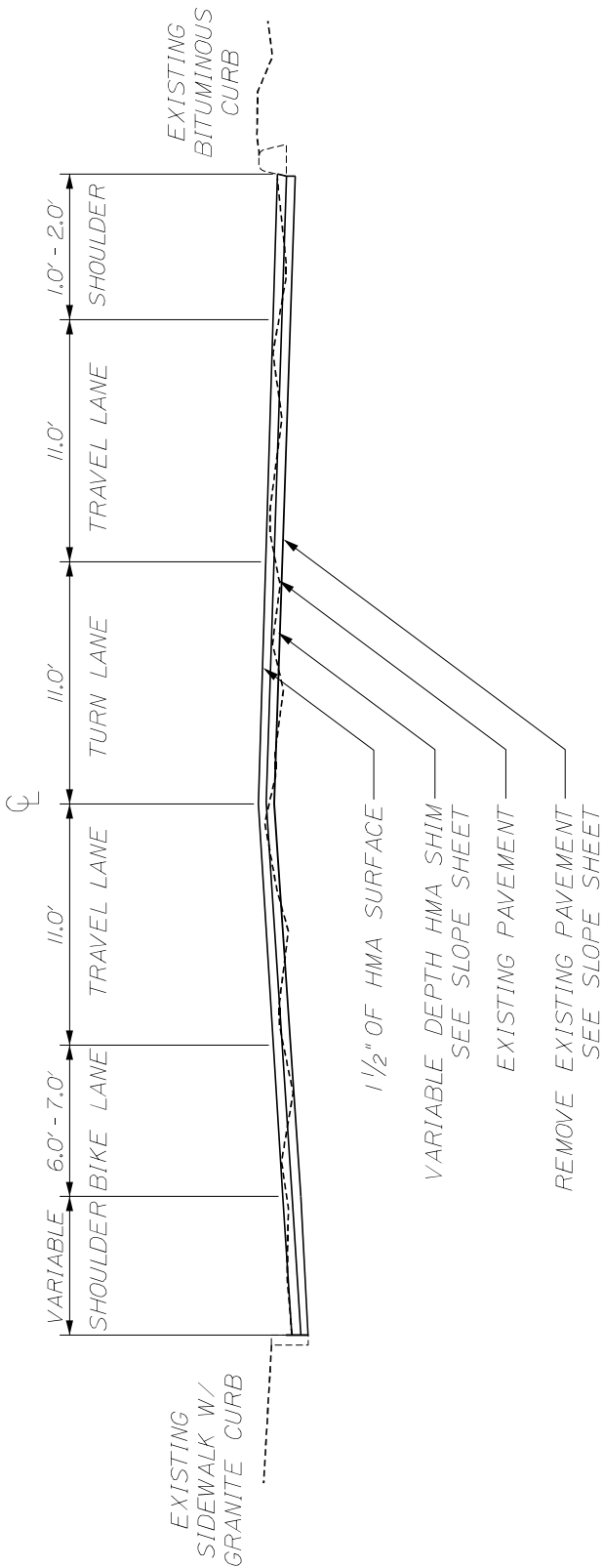
1 1/2" HMA OVERLAY
WITH BIKE LANE,
CURB, AND INSLOPE



270+00 - 285+00

NOT TO SCALE			SHEET NUMBER 5 OF 11	
STATE OF MAINE DEPARTMENT OF TRANSPORTATION		HIGHWAY PLANS		2245800
ROCKLAND U.S. ROUTE 1		WIN 22458.00		48
TYPICAL SECTIONS				

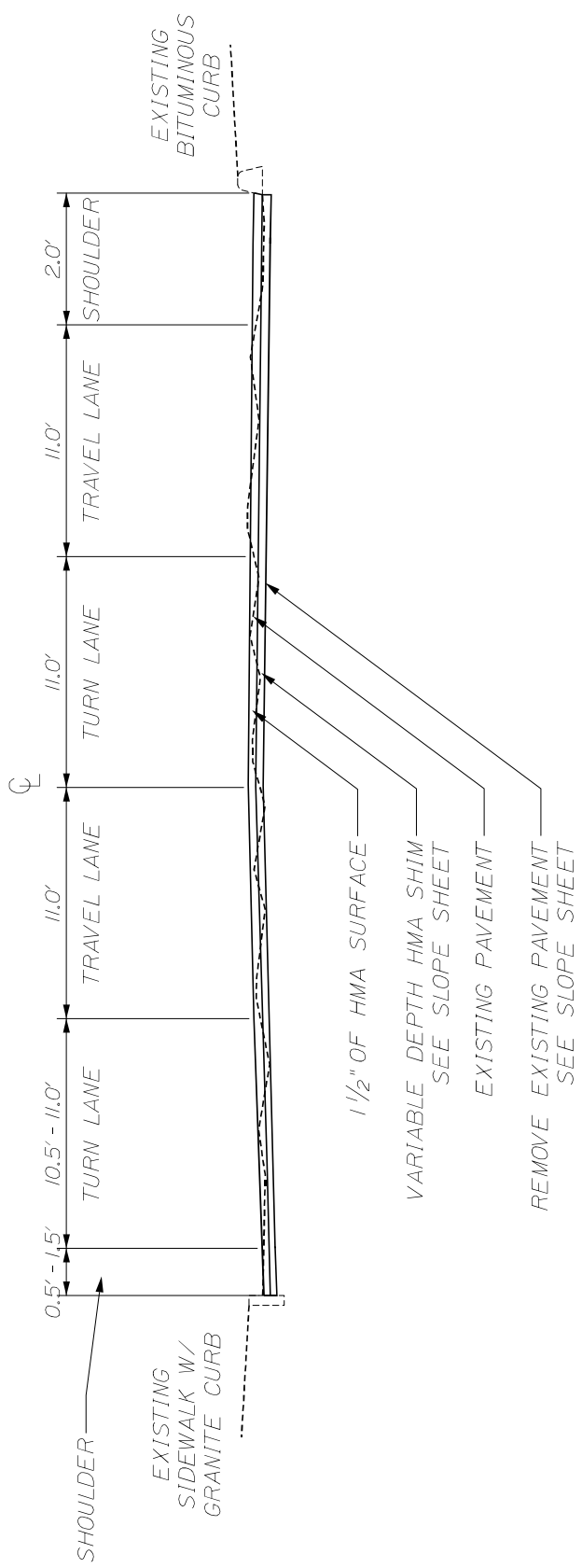
MILL & FILL
WITH 3 LANES
AND BIKE LANE



285+00 - 287+50

NOT TO SCALE		STATE OF MAINE DEPARTMENT OF TRANSPORTATION		SHEET NUMBER 6 OF 11
		2245800 HIGHWAY PLANS		
ROCKLAND U.S. ROUTE 1		WIN 22458.00		
TYPICAL SECTIONS				
49				

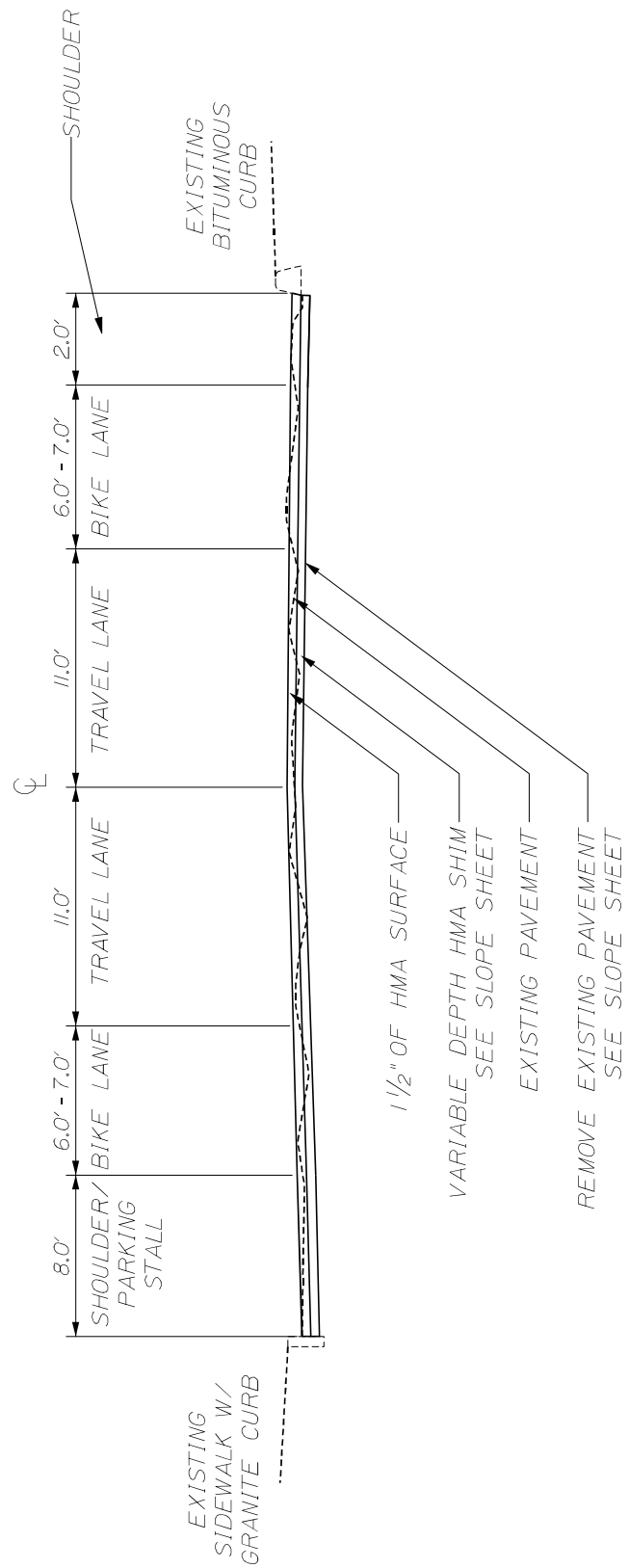
MILL & FILL
WITH 4 LANES



287+50 - 291+00

NOT TO SCALE			STATE OF MAINE DEPARTMENT OF TRANSPORTATION		SHEET NUMBER 7 OF 11
			2245800 HIGHWAY PLANS		
ROCKLAND U.S. ROUTE 1		WIN 22458.00			
50 TYPICAL SECTIONS					

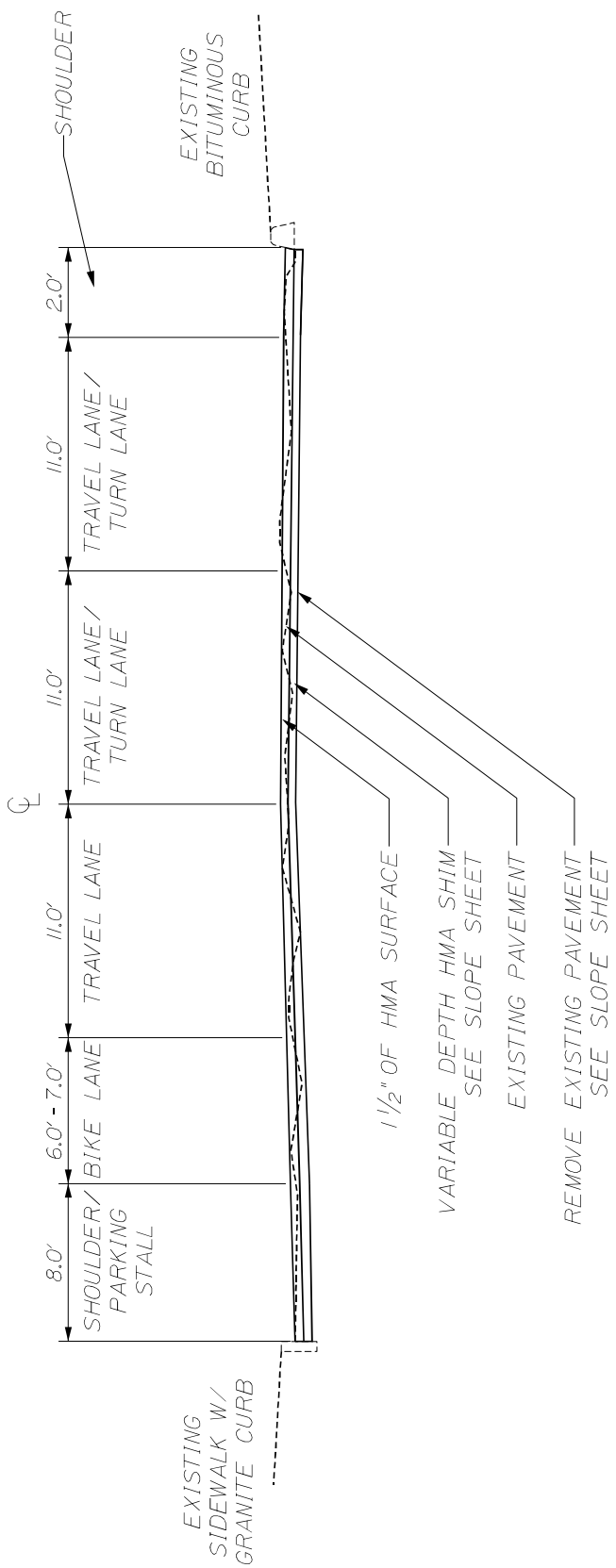
MILL & FILL
WITH 2 LANES,
2 BIKE LANES,
AND CURB



291+00 - 304+00

NOT TO SCALE		STATE OF MAINE		SHEET NUMBER	
ROCKLAND		DEPARTMENT OF TRANSPORTATION		8 OF 11	
U.S. ROUTE 1		2245800		HIGHWAY PLANS	
51	TYPICAL SECTIONS	WIN 22458.00			

MILL & FILL
WITH 3 LANES,
BIKE LANE, AND CURB



304+00 - 311+33

ROCKLAND U.S. ROUTE 1		WIN 22458.00	STATE OF MAINE DEPARTMENT OF TRANSPORTATION 2245800	NOT TO SCALE
52	TYPICAL SECTIONS			
			SHEET NUMBER 9 OF 11	

Plan view of a road intersection showing lane widths, stationing, and proposed improvements. The diagram includes the following details:

- Stationing:** 305+00, 306+00, 307+00, and 308+00 are marked along the main road.
- Lane Widths:**
 - Approach lanes: 11.0' (two lanes), 8.0' (shoulder).
 - Intersection approach: 11.0', 11.0', 10.3'.
 - Intersection crosswalk: 8.0'.
- Proposed Improvements:**
 - DO NOT REPAINT CROSSWALK:** Indicated on the left side of the intersection.
 - REPAINT CROSSWALKS:** Indicated on the right side of the intersection.
 - EXTEND ISLAND WITH BIT CURB AND LOAM AND SEED:** Indicated at the intersection.
 - LEVEL LANDING:** Indicated at the intersection.
 - RAMP 1:** Indicated at the intersection.
 - DWF:** Indicated at the intersection.
 - 11.0' RADIUS:** Indicated at the intersection.
- Other Features:**
 - Arrows indicating traffic flow.
 - Dimensions for the intersection area: 25.0', 12.0', 6'-0".

SHEET NUMBER
10 OF 11

WIN 22458.00

ROCKLAND
U.S. ROUTE 1
UNION STREET ADA PLAN

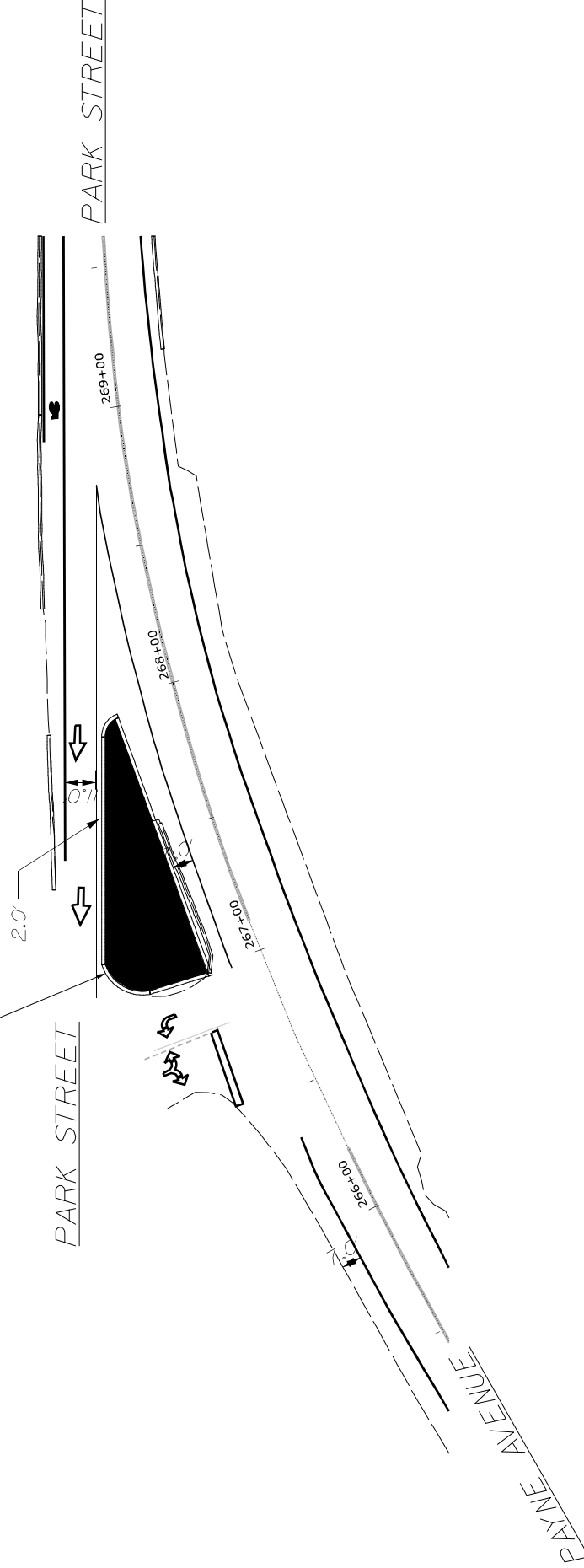
REMOVE PAVEMENT
(A.P.E AND TRUCK)

FILL WITH ACCEPTED EXCAVATION
AND TOP WITH LOAM, SEED
AND STRAW MULCH

BUILD ISLAND WITH CONCRETE SLIPFORM
CURB

THE DEPARTMENT WILL LAY OUT THE
ISLAND LIMITS

PARK AND PAYNE STREET ISLAND PLAN



NOT TO SCALE		STATE OF MAINE	
SHEET NUMBER		DEPARTMENT OF TRANSPORTATION	
11 OF 11		2245800	
HIGHWAY PLANS		WIN 22458.00	
ROCKLAND		U.S. ROUTE 1	
PARK & PAYNE STREET ISLAND PLAN			

Construction Notes

202.2023 – Removing Pavement Surface Medium Cut Drum

Remove 2" of pavement from 283+50 to 311+33 curb to curb.

Milling shall be done according to the depth and slope of the cross-slope sheets.

All millings shall become property of the contractor.

Transition at 283+50 will be paid as removing pavement surface.

Side roads in Mill and Fill area will be paid as removing pavement surface. Distances are approximate.

Broadway Left	50 ft.
Broadway Right	30 ft.
Lisle Street	15 ft.
Broad Street Right	20 ft.
Broad Street Left	15 ft.
Walnut Street	20 ft.
High Street	10 ft.
Union Street Left	30 ft.
Union Street Right	30 ft.

The centerline break shall be moved from station 290+00 to 310+00. Below is an offset of the new centerline offset from the left face of curb. The Contractor shall locate and mark out the new centerline a minimum of 48 hours prior to milling operations to allow the Department time to review and approve.

Centerline Shift

Left offset from face of curb/gutter line:

290+00 – 24.4' (Match Current CL Break)
292+00 – 24.7'
294+00 – 25.9'
296+00 – 25.6'
298+00 – 26.1'
300+00 – 26.8'
302+00 – 26.8'
304+00 – 26.4'
306+00 – 26.4'
208+00 – 26.9'
309+00 – 27.5'
310+00 – 35.5' (Match current CL Break)

Construction Notes

202.2023 – Removing Pavement Surface Medium Cut Drum Cont'd

Spot milling in the Shim and Overlay section

The following are areas that need to be milled before shimming:

- 1) 248+25 to 248+75 Left Shoulder
- 2) 260+00 to 270+00 Full width

202.203 – Pavement Butt Joints

Pavement butt joints shall be needed at driveways, side roads and as directed by the Department. Side roads shall be marked out by the Department after the project has been shimmed. The length into the side road will be determined in the field by the Department. Below are estimated offsets from the gutter line back into the side road.

Pleasant Street Left	65 ft.
Pleasant Street Right	25 ft.
Park Street (266+50 Left)	50 ft.
Park Street (269+00 Left)	250 ft.
New County Road	6 ft.
Highland Street	25 ft.

204.50 - Road Base Repair Areas

Shall be used to repair any existing utility trenches that need to be repaved after milling operation is completed.

403.102 - Hot Mix Asphalt Special Areas

Shall be used in existing utility trenches with Item # 204.50

403.2111 – 9.5 MM Polymer Modified HMA (Shim)

Shim shall be placed full width in the overlay section from 241+50 to 283+50 and shall be placed as per cross slope sheets.

Shim shall be placed in the mill and fill section from station 283+50 to 311+33 and shall be an average depth of ½" on center. The intent is to correct cross slopes and profile in areas where the mill did not touch (daylighted).

Spot shims are areas where the Department expects the shim to be excessively deep and should be placed in 2 or more lifts. Additional spot shimming areas may be needed or identified by the Department.

Construction Notes

403.213 – Hot Mix Asphalt 12.5mm Base

Base pavement shall be used around any curb work and catch basins.

419.30 – Pavement saw, 629 & 631 Hourly Rental items

The project shall inslope/ditch from 241+50 to 282+50 left and right using All Purpose Excavator (APE) and truck to do this work. 248+00-251+50 left rental items will be used to create a ditch to allow waterflow to Pleasant St. left.

The contractor shall maintain a stockpile of suitable material to back up the pavement or do the ditching and in-slope work after shimming the road. Excavation shall be used to fill in the new island construction at 267+00 to 268+00 left.

The existing pavement in the new island at 267+00 to 268+00 shall be removed before any material is backfilled. Pavement Saw by the foot and APE and truck shall be used to excavate and haul the existing pavement behind curb.

APE and Trucking shall be used for any excavation of pavement removal needed for item 609.38 – Reset Curb Type 1.

Culvert Cleaning shall be used to clean any catch basins that are not adjusted, altered, or rebuilt within Project limits as identified by the Department. If there are driveway culverts needing to be cleaned after ditching operations these locations shall be marked and paid under item 631.32.

Rental items shall be used for any additional common excavation and grading as directed by the Department.

424.22 Asphalt Rubber Crack Sealer, Type 2, Applied

Shall be used on all longitudinal/transverse cracks $\frac{1}{2}$ " – $1\frac{1}{2}$ " width as directed by the Department on mainline/shoulders after milling operations are completed. Cracks shall be flush filled with appropriate nozzle attachments. Excessive over banding will not be permitted.

424.38 Hot Pour Mastic Crack Sealer, Applied

Shall be used on all longitudinal/transverse cracks greater than $1\frac{1}{2}$ " in width as directed by the Department on mainline/shoulders after milling operations are completed. Cracks shall be flush filled with appropriate nozzle attachment. Excessive over banding will not be permitted.

Construction Notes

604.161 – Altering Catch Basin

<u>Left</u>	<u>Right</u>
282+72	293+07
287+26	298+76
292+73	306+58
302+65	

These locations and treatments will be re-evaluated after milling and shimming. The Department reserves the right to modify the scope of work based on the condition and grade of the existing structures.

604.164 – Rebuilding Catch Basin

<u>Left</u>	<u>Right</u>
280+05	247+74
281+77	249+26
289+70	
289+75	
308+60	

These locations and treatments will be re-evaluated after milling and shimming. The Department reserves the right to modify the scope of work based on the condition and grade of the existing structures.

604.18 – Adjust Manhole or Catch Basin to Grade

<u>Left</u>	<u>Center Lane</u>	<u>Right</u>
244+50	292+80	290+57
271+14		295+92
276+62		296+16
278+58		307+00
284+45		310+50
287+26		310+71
287+71		
302+77		
307+00		
308+60		
309+72		
310+61		
310+70		
311+30		

These locations and treatments will be re-evaluated after milling and shimming. The Department reserves the right to modify the scope of work based on the condition and grade of the existing structures.

Construction Notes

606.362 – Guardrail Adjusted

Left
245+75 – 246+62.5
251+00 – 253+37.5

Right
245+92 – 246+50

606.1306 – 31” W-Beam Guardrail, Mid-Way Splice Tangent Terminal

Left
253+37.5 - 253+75
270+12.5 – 270+50

Right
245+55 – 245+92

606.353 – Reflectorized Flexible Guardrail Marker

Shall be installed at each new guardrail terminal end.

608.26 – Curb Ramp Detectable Warning Fields

All completed work shall be in compliance with the latest ADA standards

Right
306+58 Union St. (Dairy Queen)

608.46 – Regrade Sidewalk

All completed work shall be in compliance with the latest ADA standards

Right
306+58 Union Street. See typical Section 10 of 11.

609.16 – Concrete Slipform Curb - Sloped

Left
267+00 – 268+00 Island Replacement
The island construction will be replacing the existing curb and expanding the footprint of the curb as conceptually shown in Typical Section 11 of 11. The existing curb shall be removed before shimming operations so the new grade can be set to the back side of new curb.

All new curb and replacement curb shall be constructed after the HMA shim course has been placed.

Other curb locations may be located after shimming and milling if the curb reveal needs to be corrected. This shall be determined and located by the Department after the milling and shimming is completed.

Construction Notes

609.31 – Curb Type 3

Left

266+45 Hydrant Protection

Right

288+05 – 288+43 Pole Protection
289+50 – 289+92 Pole Protection
294+25 – 294+42 Replacement
295+00 – 295+10 Replacement
296+15 – 296+25 Replacement
296+60 – 296+70 Replacement
298+20 – 298+35 Replacement
299+50 – 299+70 Pole Protection
302+50 – 302+85 Replacement
304+60 – 304+66 Replacement
306+00 – 306+70 Island Extension
306+58 – Sidewalk on Union St.

All new curb and replacement curb shall be constructed after the HMA shim course has been placed.

Other curb locations may be located after shimming and milling if the curb reveal needs to be corrected. This shall be determined and located by the Department after the milling and shimming is completed.

609.38 – Reset Curb Type 1

Right

245+00 – 248+00

Other curb locations may be located after shimming and milling if the curb reveal needs to be corrected. This shall be determined and located by the Department after the milling and shimming is completed.

615.07 – Loam

Loam shall be used in the island construction at 267+00 to 268+00 left and 306+00 to 306+70 right. It will be placed at a 4-inch compacted depth.

Construction Notes

627.733 – 4” White or Yellow Painted Pavement Marking Line

Center lines and edge lines shall be painted on all matched pavement within one week.

Center line TOMs may be utilized until final striping and will be considered incidental to the contract.

Multilane sections and truck lanes must be striped daily on all matched pavement layers.

The Department shall supply a pavement marking plan to the contractor with a new pavement marking layout. Prior to final line application on surface course, the Contractor shall confirm and receive approval from the Department. There shall be an added Bike Lanes painted on the new HMA surface. The contractor shall reference the plan for milling and shimming layout as well.

627.75 – White or Yellow Pavement & Curb Marking

The Department shall supply a pavement marking plan to the contractor with a new pavement marking layout at the Pre Construction Meeting.

All Cross walks are marked out as per the marking plan.

The project shall be adding “Shared Lane Markings” and directional bike symbols that are shown in the marking plan.

Stop bars shall be placed in their existing location and the contractor is responsible to recording and placing stop bars in the correct location.

At 309+00 left, the granite curb in the back of the pedestrian ramp shall be painted yellow.

627.78 – Temporary 4” Painted Pavement Marking Line, White or Yellow

Temporary center lines and edge lines shall be painted on all matched pavement within one week.

Multilane sections, truck lanes, and milled surfaces must be striped daily on all matched pavement layers.

Temporary lines shall require one coat on the milled surface and one coat on the shim layer.

Construction Notes

652.35 – Construction Signs

Two **Road Work Next 2 miles** signs are required for this Project.

652.41 – Portable-Changeable Message Signs

These message signs shall be placed in locations that are readily visible to the traveling public. Sign locations and displayed messages shall be approved by MaineDOT personnel. Any additional sign movements and message changes required throughout the project shall be considered incidental to the pay item, and no separate payment will be made.

Cross Slope Sheet

**SLOPES TO BE ADDED VIA
AMENDMENT**

GENERAL NOTES

Rockland
022458.00
US Route 1
August 27, 2026

1. Pavement thicknesses shown on the typical sections are intended to be nominal.
2. All joints between existing and proposed hot bituminous pavement shall be butted. Payment shall be made under Standard Specifications Item 202.203, Pavement Butt Joints.
3. Construct butt joints at all paved drives and entrances. Butt joints shall have a minimum width of 18 inches or as directed by the Resident.
4. Grind transition tapers at Catch Basins under Standard Specifications Item 202.203, Pavement Butt Joints in accordance with Standard Detail 609(05), Gutter Grade Transition at Catch Basin, or as directed by the Resident.
5. Prior to removing any pavement or placing any shim pavement, the roadway will be inspected for possible subsurface boulders, which will be removed as directed by the Resident. Payment will be made under appropriate Contract rental items. Backfill will be placed to subgrade with material consistent with the surrounding material. Aggregate subbase course gravel will be placed from subgrade to finish grade and will be paid under the appropriate item.
6. Where deemed necessary by the Resident, unsuitable excess material shall be removed from the edges of shoulders and placed in designated areas or disposed of. Payment will be made under the appropriate Contract items.
7. The Contractor shall place suitable existing or other material acceptable to the Resident on all pavement edges to allow a drop off no greater than the surface pavement thickness. The material shall be graded to match the existing inslope or as directed by the Resident before surface is placed. The Contractor will be paid under appropriate equipment rental items. Borrow is not authorized until all acceptable waste material has been utilized. Seed and Mulch will be paid for at the contract unit price.
8. All waste material not used on the project shall be disposed of off the project in acceptable waste areas reviewed by the Resident. Grading, seeding and mulching of waste areas shall be considered incidental.
9. Required ditch protection shown on the Plans or in the Construction Notes is for estimating purposes only. The actual type and location of ditch protection may be altered by the Resident.
10. A 3-foot paved lip shall be placed at all unpaved entrances unless otherwise noted in the Plans or directed by the Resident.

GENERAL NOTES

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11. Any necessary cleaning of existing pavement prior to paving (or milling) shall be incidental to the related paving (or milling) items. This includes killing and removal of all vegetative matter.
12. All existing paved shoulders and widenings shall be resurfaced as directed by the Resident.
13. When superelevation exceeds the slope of the low-side shoulder, the low-side shoulder will have same slope as the travelway.
14. Cross slopes for normal and superelevated sections will be straight unless otherwise directed by the Department.
15. The algebraic difference between travelway and shoulder cross slope shall not exceed 8 percent.
16. Existing culverts and catch basins will be cleaned as directed by the Resident under the appropriate pay items.
17. No existing drainage shall be abandoned, removed or plugged without prior approval of the Resident.
18. As directed by the Resident, all existing underdrain outlets shall be located, cleaned out and ditched as required or replaced as necessary. Payment will be made under appropriate Contract items.
19. Guardrail end treatments shall be installed concurrently with the placement of each section of beam guardrail.
20. Holes created by guardrail removal will be filled and compacted with approved materials as directed by the Resident. Payment will be considered incidental to Standard Specifications Section 606, Guardrail.
21. All existing guardrail removed and not reused on the project will become the property of the Contractor. Removal and disposal shall be considered incidental to the guardrail items.
22. Two reflectorized flexible guardrail markers (Standard Specifications Item 606.353, Reflectorized Flexible Guardrail Marker) will be installed at each guardrail end.
23. Connections for proposed guardrail to existing guardrail will be considered incidental to Standard Specifications Section 606, Guardrail.
24. Backing up bituminous or concrete slipform curb is incidental to the curb items. In areas where new bituminous or concrete slipform curb is designated to replace existing, the removal of the old bituminous or concrete slipform curb shall be incidental to the new

GENERAL NOTES

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curb. If called for on the Plans or directed by the Resident, loam or dirty borrow will be paid for separately.

25. Loam has been estimated for disturbed lawn areas. Actual placement of the loam shall be as noted on the Plans or designated by the Resident.
26. Unless otherwise noted Seeding Method No. 1 shall be utilized on all lawns and developed areas; Seeding Method No. 2 shall be utilized on all other areas.
27. Loam shall be placed to a nominal depth of 4 inches in lawn areas and 2 inches in all other areas unless otherwise noted or directed.
28. The Contractor will be responsible for maintaining all existing mailboxes to ensure that the mail will be deliverable. Payment for this work will be considered incidental to the contract
29. The Contractor will be responsible for maintaining all existing operational business directional signs (OBDS) to ensure that they are visible to the traveling public. Payment for this work will be considered incidental to the contract.
30. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment, and materials required to make repairs shall be at the Contractor's expense.
31. Areas on the project requiring fill will come from suitable sites such as excavation, ditch and inslope or equipment rental areas.
32. No separate payment for superintendent or foreman will be made for the supervision of equipment and layout of work being paid for under the equipment rental items.
33. "Undetermined locations" shall be determined by the Resident.
34. Stations referenced are approximate.
35. Final striping for the project shall be done by the Contractor per the striping layout in the Contract documents or as provided by the Department. Payment shall be made under appropriate Contract items.
36. The Contractor will place appropriately marked stakes at the following locations on the project: striping pattern changes, cross-slope changes, and every 500 feet for stationing. The Contractor will paint every full station (100 feet) on the existing roadway and will transfer the painted stationing through all intermediate lifts (not surface). Appropriately-sized striping pattern changes will be painted on surface. Stationing control must be placed before work can commence. Cross-slope and striping change controls must be placed before paving can commence.

GENERAL NOTES

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August 27, 2026**

37. All HMA for patching around adjusted, altered, or rebuilt utility structures shall be a 9.5 mm or 12.5 mm MaineDOT approved mix design. Excluding water and gas gate valves, the Contractor shall saw cut the existing pavement for the patch at least two feet away from the nearest edge of the structure. The Contractor shall place HMA in lifts of 2 inches or less to match the existing pavement depth or a maximum of 6 inches, as directed by the Resident, and compact the HMA using a minimum of a 150-pound plate compactor. HMA for patching around adjusted, altered, or rebuilt utility structures is considered incidental to the respective pay item for adjust, alter, or rebuild utility structure.

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Electronic Payroll Submission)
(Payment Tracking)

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically on this contract utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at <http://www.maine.gov/mdot/contractors/> under the first “Notice”.

104.3.8.2 Payment Tracking The prime contractor and all subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System

**SPECIAL PROVISIONS
SECTION 104
UTILITIES**

UTILITY COORDINATION

The Contractor has primary responsibility for coordinating their work with Utilities **AFTER** contract award. The Contractor shall communicate directly with the Utilities regarding any utility work necessary to maintain the Contractor's schedule and prevent project construction delays. The Contractor shall notify the Resident of any issues.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications, **IS** required. The Contractor shall conduct work in accordance with MaineDOT Standard Specifications 104.3.11.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known Utilities or Railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Utilities have been notified and will be furnished a project specification.

The Contractor shall give all Utilities **ten (10) working days' notice** prior to beginning **ANY** work on this project. In addition to the 10 working days' notice, the Contractor shall adhere to any specific notification periods stipulated in the utility/railroad summaries below.

OVERVIEW

Utility	Aerial	Subsurface	Contact Person	Contact Phone
Central Maine Power Company	X		William Smith	207-520-9008
Charter/Spectrum Communication	X		Chris Verzoni	207-623-6416
Fidium/Consolidated Communications	X	X	Jim Scheid Becki Hayes	207-626-2031 207-595-2206
Firstlight	X		Jarrold Smith	603-396-1100
Gonetspeed	X		Jim Knight	207-688-8284
Lincolntown Telephone/Tidewater	X		Mike Reed Dave Cox	207-272-4609 207-563-9911
Maine Water Company		X	Tom Para	207-691-5102
City of Rockland		X	Todd Philbrook	207-975-3244

Temporary utility adjustments **ARE** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

All adjustments are to be made by the respective Utility/Railroad unless otherwise specified herein.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to ensure proper fire protection.

***** Specific information regarding the line voltage can be requested from Central Maine Power Co. *****

Utility working days are Monday through Friday. Times are estimated on the basis of a single crew for each utility. Any times and dates mentioned are **estimates only** and are dependent upon favorable weather, working conditions, and freedom from emergencies.

AERIAL

Aerial utility adjustments are **NOT** anticipated at this time for the project. Though unexpected, if utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities after the Contractor has finished their work.

SUBSURFACE

Subsurface Utility adjustments **ARE** anticipated at this time for the completion of this project and will be scheduled in compliance with Section 104 of the Standard Specifications. Adjustments to buried facilities such as sewer manholes is required. If adjustment of drainage structures is required, the Department will have them adjusted prior to paving operations. When water gates need adjusting, they will be checked, loosened, and adjusted/lowered by the district

NOTE: The Contractor will be responsible to make any final grade adjustments to water gates in conjunction with paving operations, unless otherwise specified by the Utility. The cost of any final adjustments to water gates will be considered incidental to paving items.

Special Funding:

Special Funding requirements for Utilities, such as State Revolving Funding (SRF) will be tracked by the corresponding Utility.

Summary:

Utility	Summary of Work	Estimated Working Days
Fidium /Consolidated Communications	Lower and raise approximately 1 manhole	4
Maine Water Company	Lower and raise approximately 32 water gate valve boxes.	22
Total:		26

Utility Specific Issues:

Fidium/Consolidated: Fidium has approximately **one (1)** manhole that is located at the intersection of Main Street, Rte. 73 and Rte.1. Fidium requires **ten (10)** working days' notice prior to needing any adjustments. Fidium requires **two (2)** working days to lower the manhole prior to milling. Fidium requires **two (2)** working days to raise the manhole to surface grade after the shim paving has been completed.

Maine Water Company (MWC): MWC has approximately **32** water gate valve boxes located within the project limits. MWC requires **ten (10)** working days' notice prior to needing any adjustments. MWC requires **ten (10)** working days to break free lower and repair the water gate boxes prior to milling. MWC requires **twelve (12)** working days to raise the water gate valve boxes prior to surface paving. **NOTE: The Contractor will be responsible to make any final grade adjustments to water gates in conjunction with paving operations, unless otherwise specified by the Utility. The cost of any final adjustments to water gates will be considered incidental to paving items.**

City of Rockland (COR): COR has approximately **30** sewer manholes within the project limits. These will need to be dropped prior to milling and raised to surface grade prior to surface paving. COR has entered into agreement for the Contractor to do all the adjustments.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

UTILITY SIGNING

Any Utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in the City of Rockland have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The sections of highway under construction in Knox County:

Project 022458.00 is located in the city of Rockland along Route 1, beginning at the Thomaston town line and extending northeasterly 1.32 miles.

Per 29-A § 2382 (7) MRSA, the MDOT may “issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.”

The Municipal Officers for the City of Rockland agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area.”

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any city way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

**SPECIAL PROVISION
SECTION 105
CONTROL OF WORK
(Cooperation Between Contractors)**

It is hereby brought to the Contractor's attention that the Department has awarded and plans to award contracts adjacent to the limits of this contract, which may be in progress simultaneously.

The work being done in the surrounding area will include but not limited to:

- 1) Work on Route 1A (Broadway Street) between Route 1 and Route 17.
- 2) Work on Route 17 (Maverick Street) between Main Street to Old County Road.

The Contractor shall cooperate with other Contractors at all times and provide project access as necessary and as directed by the Resident.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(LIMITATIONS OF OPERATIONS)

1. Only one paving operation is allowed at a time, excluding hand placed paving, unless otherwise approved by Resident.
2. The Contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification is considered 48 hours.
3. The Contractor shall not schedule both day and night work within the same 24-hour period without prior approval by the Department and 48-hour notice
4. Vertical pavement joints at entrances and side roads shall be constructed for safe access. Any vertical joint or drop-off shall be backfilled or ramped as follows:
 - Milled and paved drop-offs from 0.75 to 2 inches shall be constructed within 2 calendar days of creating the joint.
 - Milled and paved drop-offs exceeding 2 inches shall be constructed by the end of the shift.

All work shall be performed and maintained to provide safe access to entrances and side roads during construction operations. Temporary ramps shall be incidental to the contract. Permanent work performed in accordance with Maine DOT specifications shall be paid for under the appropriate contract item. Failure to construct or maintain safe access shall be considered a traffic control violation in accordance with Section 652.

5. The following limitations shall apply:
 - Lane closures shall be a maximum of 1,000' between 10am and 6pm
 - No lane closures on Fridays 12pm to 7pm from June 12th to August 27th.
 - No lane closures on Saturdays 10am to 7pm from June 13th to August 28th.
 - Daytime lane closures shall maintain 14' wide lanes to accommodate wide loads.
 - Daytime lane closure shall maintain 2 way traffic at all times.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Build America, Buy America)

105.11 Other Federal Requirements this section is replaced with the following:

105.11 Build America, Buy America Requirements

Unless expressly otherwise provided in the Bid Documents, the following provisions are hereby incorporated into the Contract.

This project is subject to the Buy America (23 CFR 635.410) and Build America, Buy America Act (BABA) included in the Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58. Further guidance can be found at the FHWA Buy America Construction Program Guide linked here:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

The Contractor shall certify compliance with Buy America and BABA in the following categories. An article, material or supply should only be classified into one of the following categories and is classified based on its state when it arrives at the project site.

1. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States. Any process that modifies the chemical content, the physical size and shape, or the final finish is considered a manufacturing process, including rolling, extruding, machining, bending, grinding, drilling, and coating. “Coating” includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

Existing De Minimis Use Exemption for Iron and Steel: The requirements of the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total construction contract price or \$2,500.00, whichever is greater.

2. **Manufactured Products:** Articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

All Manufactured Products used in the project must be manufactured in the United States (“final assembly requirement”). “Component” means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product. If a manufactured product is

predominantly iron, steel, or a combination of both it must meet the above requirements for iron and steel products. Predominantly iron or steel or a combination of both means the total cost of the iron and steel content exceeds 50 percent of the total cost of all its components.

Precast concrete products classified as Manufactured Products must additionally have predominantly iron or steel components meet the above requirements for iron and steel. Cabinets or other enclosures of intelligent transportation systems (ITS) and other electronic hardware systems classified as Manufactured Products must also comply with the above requirements for iron and steel if the cabinet or enclosure is predominantly iron or steel.

3. **Construction Materials:** Items, articles, materials, or supplies that consist of only one of the items listed below:
 - i. Non-ferrous metals.
 - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).
 - iii. Glass (including optic glass);
 - iv. Fiber optic cable.
 - v. Optical fiber.
 - vi. Lumber.
 - vii. Engineered wood; and
 - viii. Drywall.

Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of the Construction Material.

All Construction Materials permanently incorporated into the project must be produced in the United States. For the Construction Material to be considered “produced in the United States,” it must meet the following standards:

- i. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- ii. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- iii. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- iv. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding, and jacketing, occurred in the United

States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic, and polymer-based products, or any others.

- v. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- vi. Lumber. All manufacturing processes, from the initial debarking through treatment and planning, occurred in the United States.
- vii. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- viii. Engineered wood. All manufacturing processes, from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Construction Materials brought on site and combined with other materials are not considered Manufactured Products. Items that consist of two or more of the listed Construction Materials that have been combined off-site through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process should be treated as Manufactured Products rather than as Construction Materials.

Specifically Excluded Materials

Section 70917(c) of the Build America Buy America Act specifically excludes certain materials from being classified as either construction materials or manufactured products. These exclusions include cement and cementitious materials, aggregates (such as stone, sand, or gravel), and aggregate binding agents or additives.

Additionally, when these materials are combined as an unsettled mixture without a final form upon arriving at the work site, such as wet concrete or hot mix asphalt, the mixture is not considered a manufactured product. However, if these same materials are combined off-site to create a finished product, such as precast concrete, that finished product is considered a manufactured product.

Public Interest Waiver of BABA Requirements for De Minimis Costs

The US Department of Transportation issued a public interest Waiver of Buy America Requirements for De Minimis Costs. The Waiver for De Minimis Costs exempts Manufactured Products and Construction Materials produced outside the United States for which the total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.

The obligation to track costs throughout the life of the contract is the Contractor's responsibility. The term "total applicable costs" is defined as the total actual final material cost of the compliant and non-compliant iron and steel, Manufactured Products, and Construction Materials.

Certification

For iron and steel materials and for Manufactured Products produced predominantly of iron or steel or a combination of both*, the Contractor shall submit a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of the Buy America provisions of 23 CFR § 635.410, as amended. Such certification shall also include (1) a statement that the iron or steel product or component was produced entirely within the United States, or (2) a statement that the iron or steel product or component was produced within the United States, except for minimal quantities of foreign steel and iron valued at \$ (actual value). A “Buy America” Certification is required from each manufacturer, fabricator, supplier, subcontractor that engages in “manufacturing” as defined above.

**Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50% of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products, castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of the iron or steel components.*

In addition, upon completion of the project, the Contractor shall certify in writing as to the overall compliance with BABA and provide the total project delivered cost of all foreign Manufactured Products and Construction Materials. The Contractor shall also submit individual certifications from all subcontractors and suppliers that furnish applicable Construction Materials and Manufactured Products valued at \$10,000 or more. Such individual certifications shall be submitted upon delivery of the Construction Material or Manufactured Products to the site.

Example certification:

I hereby certify that this project is in compliance with the Build America, Buy America Act (Public Law 117- 58) requirements for this project. All Iron and Steel, Manufactured Products produced predominantly of steel or iron, Manufactured Products and Construction Materials that are permanently incorporated into the work for this project were produced in the United States of America, with the only exceptions as noted below.

As required, we will maintain all records and documents pertinent to the Build America, Buy America Act requirements, at the address given above, for not less than 3 years from the date of Final Acceptance. These files will be available for inspection and verification by the Maine Department of Transportation and/or the Federal Highway Administration.

We further certify that the total value of foreign steel and iron for this project is \$ _____, said value being less than 0.1% of the total construction contract price or \$2,500.00, whichever is greater.

December 12, 2025

We further certify that the total material cost of foreign Manufactured Products and Construction Materials for this project is \$_____, said value being no more than the lesser of \$1,000,000 or 5% of total applicable costs. The term “total applicable costs” is defined as the total actual final material cost of the compliant and non-compliant iron and steel, Manufactured Products, and Construction Materials.

Signed (*Contractor*)
(*President*) (*Contractor Firm*)

MaineDOT DBE Project Attainment Target (PAT) for this Project is 0%
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The MaineDOT seeks to meet the specified annual Disadvantaged Business Enterprise (DBE) usage goal set out by 49 CFR 26.45 through the efforts of contractors seeking to employ qualified DBE subcontractors. We seek to meet this goal by race neutral means and do not, at this time, use contract specific requirements for each project. We do however, understand the capacity of Maine's DBE community and the unique characteristics a project may have that would differ from the broad annual goal.

Taking this into consideration, the MaineDOT will review each project and develop an anticipated attainment or Project Attainment Target (PAT) based on several factors that are project specific. Those factors include:

- ☐ Scope of Work
- ☐ DBE availability according to Specification Item
- ☐ Geographic location
- ☐ DBE capacity

This PAT is developed to assist contractors to better understand the DBE participation that the MaineDOT can reasonably expect for a specific project. The PAT is NOT a mandate but an assessment of the DBE opportunities that this project could meet or exceed. MaineDOT anticipates that each contractor will make the best effort to reach or exceed the PAT for this project.

SPECIAL PROVISION
SECTION 106 - HOT MIX ASPHALT PAVEMENT

The following subsections of the most current version of Specification 100 – General Conditions have been revised and amended by the following:

106.7.3 Early Termination of Lots

In the event a Lot in progress is terminated prematurely before the Department is able to take the number of acceptance samples required by the test method specified in the Contract, the following will apply as applicable unless otherwise detailed in the specifications for the item:

1. For items under statistical acceptance where payfactors are generated
 - a. If three or more samples have been taken, then payfactors will be generated using the available samples results for the lot.
 - b. If the termination was requested by the Contractor and approved by the Department prior to three samples being taken, then each property's payfactor will be set to 0.80.
 - c. If the termination was initiated by the Department prior to three samples being taken, then each property's payfactor will be set to 1.00 for each property.
2. For items not under statistical acceptance
 - a. If initiated by the contractor and no random sample has been reached the entire lot shall be subject to a penalty of 20% of the item's price.
 - b. If initiated by the contractor and only the most recent sample tonnage has not been reached only the tonnage for that subplot will be subject to a penalty of 20% of the items price.

An HMA mix design aim change request from the Contractor with open Lots in progress will constitute a contractor initiated lot termination. For methods A & C, the minimum samples required to generate a pay factor prior to termination will be three. If a minimum of three samples have not been obtained, then each property's payfactor will be set to 0.80. For methods B & D the minimum number of samples (sublots) required prior to an aim change will be the total tonnage of the lot, or a minimum of three, whichever is less. If the minimum number of samples have not been obtained then the pay adjustment for each of the subplot's properties will be set to 0.80.

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time – Completion Date)

The Contractor may begin work **anytime** in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. The Contract Completion Date is **September 25th, 2027.**

At least 21 calendar days prior to the desired begin construction date **and no later than April 15th**, the Contractor shall submit an **electronic copy of their signed request to begin work and the begin construction date**. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, to **Mackenzie.A.Kersbergen@Maine.gov**, **Scott.Bickford@Maine.gov** and **Kyle.MacDonald@Maine.gov**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the submitted Schedule of Work within 2 calendar days of the Schedule of Work submittal. **A penalty in the amount of \$500/day will be assessed for each calendar day or partial calendar day beyond April 15th that the Schedule of Work is not received.** Upon receipt of the Schedule of Work, a pre-construction meeting will be scheduled.

Suspensions must be requested at least 72 hours in advance and are subject to Department approval based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, etc. The Contractor must assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved suspensions. The Contract Completion Date will not be modified due to approved suspensions.

Once operations commence, for every weekday not worked the Contractor will be charged supplemental liquidated damages at the rate listed in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved suspensions.

The Contractor shall stop all work and have all lanes open and in a safe operating condition to traffic on the following dates:

- **Friday, May 28, 2027 at 12:00 pm (noontime) until Tuesday, June 1, 2027 at 6:00 am due to Memorial Day.**
- **Friday, July 2, 2027 at 6:00 am until Monday, July 6, 2026 at 6:00 am due to Independence Day.**
- **Friday, July 16, 2027 at 6:00 am until Sunday, July 19, 2027 at 6:00 am due to Blues Festival.**
- **Wednesday, August 4, 2027 at 6:00 am until Sunday, August 9, 2027 at 6:00 am due to Maine Lobster Festival**
- **Friday, August 13, 2027 at 6:00 am until Sunday, August 15, 2027 at 6:00 pm due to Maine Boats, Homes, and Harbors.**
- **Friday, September 6, 2027 at 12:00 pm (noontime) until Tuesday, September 7, 2027 at 6:00 am due to Labor Day.**

SPECIAL PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Pavement Surface – Medium Cut Drum)

The March 2026 Revision of the Standard Specifications, Section 202-Removing Structures and Obstructions, subsection 202.061-Removing Pavement Surface, has been removed and replaced in its entirety by the following:

202.061 Removing Pavement Surface The equipment for removing the bituminous surface shall be a power operated milling machine or grinder capable of removing bituminous concrete pavement to the required depth, transverse cross slope, and profile grade using an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope, to compensate for surface irregularities in the existing pavement course. The equipment shall be capable of accurately establishing profile grades by referencing from a fixed reference such as a 30 foot minimum contact ski (floating beam), 24 foot non-contact ski (floating beam) with 3 or more sensors; or 3 non-contact sensors directly affixed at the fore, mid, and aft points of the milling machine. Systems designed to incorporate a contact sensor located at the mid-point of the milling machine in lieu of the non-contact sensor will be permitted. Grade control sensors shall all be located on the same side. A single sensor, contact or otherwise, shall not be permitted unless otherwise approved by the Department.

The rotary drum shall be a minimum of 7 feet in width and utilize carbide tip tools spaced not more than $\frac{5}{16}$ inches (8mm) apart and a minimum triple wrap configuration. The difference in height from the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed $\frac{1}{8}$ inch. The forward speed of the milling machine shall be adjusted to produce a milled surface meeting the groove spacing, groove depth, and surface tolerance requirements of this specification. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. The Department may evaluate the texture of the milled surface for information purposes by performing the Sand Patch test according to ASTM E 965.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the milling or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01). The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding $\frac{1}{2}$ inch under a 16 foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross-slope that exceed $\frac{1}{8}$ inch under a 10 foot string line or straightedge placed transversely to centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

On roadways with adjoining lanes carrying traffic, the Contractor shall remove the pavement surface in each lane per the conditions in Table 1, unless otherwise noted by the Department in Special Provision, Section 105 – Limitations of Operations.

TABLE 1: MILLING CONDITIONS FOR ADJOINING LANES

Depth (At Centerline)	Milling Conditions
Vertical Longitudinal Joint	
$\frac{3}{4}$ " and less	The Contractor may remove the pavement on a single travel lane width for each production day.
1" to 1 $\frac{1}{4}$ "	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before weekend or holiday suspension.
1 $\frac{1}{2}$ " to 2"	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall remove the pavement over the full width of the traveled way section being milled that day.
12:1 Tapered Centerline Joint	
1 $\frac{1}{2}$ " to 2"	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint length of 0.5 miles will be permitted over the weekend.
Greater than 2"	The Contractor shall remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before the end of the following calendar day.

The Contractor will be required to remove the pavement over the full width of the mainline traveled way, regardless of highway type, cut depth, or longitudinal joint type prior to Memorial Day, July 4th, Labor Day, suspensions exceeding three days, or other dates as specified by Special Provision, Section 105 – Limitations of Operations.

The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double RPM application, or temporary painted line. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

On roadways with immediately adjacent shoulders, the Contractor shall remove the pavement surface in each lane per the conditions in Table 2, unless otherwise noted by the Department in Special Provision, Section 105 – Limitations of Operations.

TABLE 2: MILLING CONDITIONS FOR THE EDGE OF TRAVELED WAY

Depth (At Edge of Traveled Way)	Conditions
1" or less	The Contractor may leave a vertical edge joint exposed indefinitely.
Greater than 1" to 2"	The Contractor may leave a vertical edge joint exposed for up to 21 days after milling is performed. The Contractor shall treat vertical edge joints exposed beyond 21 days per the criteria below.
Greater than 2"	The Contractor shall treat vertical edge joints exposed per the criteria below.

When required by Table 2, the Contractor shall treat vertical edge joints through one of the options below:

1. The vertical edge shall be tapered to a zero edge by means of milling a 12:1 transition from the edge of traveled way onto the shoulder before opening the lane to traffic. Tapers shall be removed to form a vertical edge prior to the placement of the new pavement course. No additional payment will be made for tapers, or taper removal.
2. An additional 2 feet of pavement shall be removed from the shoulder to eliminate the vertical edge at the edge of travelway before opening the lane to traffic. Unless otherwise authorized by the Department, no additional payment will be made for the additional milling.
3. A pavement layer shall be placed to reduce the vertical edge to 1 inch or less before opening the lane to traffic.

As a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required for all elevation differentials. When pavement milling is extended into the shoulder (including milled tapers), appropriate channelization devices shall be placed 2 feet outside the edge of the vertical face at intervals not exceeding 600 feet, and RPMs shall be placed on the remaining pavement surface along the vertical edge at 200 foot intervals. Uneven pavement signs shall be placed at a maximum spacing of ½ mile when any pavement milling operations leaves an exposed uneven pavement surface.

Weepers shall be ground across the full width sections adjacent shoulders or remaining pavement surface matching the milled travel way or shoulder milled depth to minimize water ponding in any lanes carrying traffic. Weepers shall typically be 18 – 24" inches in width, installed along each lane, at a frequency of approximately one per half mile at locations as directed by the Resident or in areas that will provide drainage for the milled areas. Installation of weepers will not be paid for directly but will be considered incidental to the contracts pavement removal item. The replacement of mix in the weeper locations shall be performed concurrently within the pavement placement operation closure using the appropriate HMA item produced for the Contract or a MaineDOT approved 9.5mm HMA. There will be no separate payment for repaving the weeper locations as they are considered incidental to the square yard price of the contracts pavement removal item.

The milled surface shall be cleaned of all material resulting from the pavement removal operation. Loaders, skid steers, motorized side cast brooms, sweeper pick up brooms, vacuum pick up machines and hand labor may be used in any number or sequence as determined by the Contractor in order to clean the milled surfaces to the satisfaction of the Department before acceptance and opening the area up to traffic. The use of compressed air may be required to loosen any bonded materials from the surface to aid in cleaning.

Any areas of concern, such as de-lamination or pot-holing shall be identified on a continuous basis as milling progresses. Proper corrective action will be determined by the Resident and paid for under the appropriate contract items, and if required, completed prior to opening lane to traffic.

Any issues that arise **up to 21 calendar days** after being milled will be the responsibility of the MaineDOT unless otherwise noted in Special Provision Section 105 – Limitations Of Operations.

Basis of Payment

Contractor Quality Control The Contractor shall develop and submit a Quality Control Plan (QCP) that addresses the methods to be used, equipment to be used, work accomplished (quantity measurements and tracking) as well as methods of cleaning and protection of the work as it is completed. The Contractor shall control the work and operate in accordance with the approved QCP in order to complete work meeting the contract requirements. The Contractor shall not begin pavement removal operations until the Department approves the QCP in writing.

Quality Control The QCP shall meet the requirements of Section 106.6 – Acceptance and this Section. The QCP shall address any items that affect the quality of the operation, and shall include the following personnel meeting these minimum requirements:

- a. QCP Administrator – The QCP Administrator must be a full-time employee of or a consultant engaged by the prime contractor or pavement removal subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP. The QCP Administrator (or their designee in the QCP Administrator's absence) may not be required to be onsite during all work activities but shall be available to communicate with the Department as needed.
- b. Onsite Representative - The Onsite Representative (OR) shall be onsite and work directly with the crew as needed. The OR shall perform quality control inspections or measurements at the job site to assure that layout, pavement removal depth, width, profile and final surface tolerance meet the requirements of the contract.

The QCP shall detail the coordination of the activities of the Plan Administrator, and the OR. The Superintendent shall be named in the QCP if different than the OR, and the responsibilities for successful implementation of the QCP within the companies' activities shall be outlined.

The QCP shall address any items that may impact the quality of pavement removal activities and final milled pavement surface including, but not limited to, the following:

a. General Requirements:

- Name of QCP Administrator
- Description of corrective action processes
- Remediation of defective work

b. Quality Control Plan requirements

- Name of Onsite Representative(s)
- Equipment make and model (including product sheet)
- Width of cutting drum
- Automation make, model and series (including product sheet)
- Describe automation set up, including methods to ensure pavement removal operations meet the requirements of the contract using control points, reference points, and cut points as well as any slope or cut depth transitions.
- Describe project layout, including centerline and any edge cut control, any off-set control layout to maintain or recreate centerline or edge cut control, cross slope transitions, or variable depth transitions required to perform the work
- Procedures to remove pavement surface to the required depth, width and profile
- Procedures to monitor pavement removal activities to ensure the final milled surfaces meet surface tolerance and texture requirements
- General cleaning operation activities including equipment to be used to sweep, vacuum and prepare surfaces for traffic use
- Procedures to ensure that traffic can transition from the milled to non-milled surfaces safely.
- Procedures to protect the milled surfaces from deterioration from construction activities, traffic or weather impacts

A summary of the day's results including a quantity report, equipment used, and environmental conditions will be recorded and signed by the OR and presented to the Department's representative by 1 PM the following working day.

Failure to adhere to the QCP, replace or repair defective or non-conforming equipment, or adjust material or installation procedures in an effort to produce work that meets the contract requirements will result in a notification of a quality control violation resulting in monetary penalties.

A letter describing the violation shall be provided to the Contractor which will result in a mandatory work suspension and a reduction in payment as shown in Table 106.4A below. The Contractor shall submit a letter to the Department that details the corrective action made to address the violation(s) in its Quality Control Plan. Work may resume when the Department is satisfied the corrective action will result in adherence to the Quality Control Plan.

Table 106.4 A - Quality Control Pay Reduction

Quality Control Plan Value*		Pay Reduction		
From More Than	To and Including	1st	2nd	3rd & Subsequent
\$0	\$500,000	\$1,000	\$2,000	\$4,000
\$500,000	\$1,000,000	\$2,000	\$4,000	\$8,000
\$1,000,000	\$3,000,000	\$5,000	\$10,000	\$20,000
\$3,000,000	and more	\$10,000	\$20,000	\$40,000

* The Quality Control Plan Value is the total Bid value of all items covered by a Quality Control Plan, as detailed in the applicable specification or Special Provision.

Pay reductions for failure to comply with the approved QCP are cumulative, and the Department will deduct any pay reductions from amounts otherwise due the Contractor. These pay reductions are intended to encourage the Contractor to comply with its approved QCP, and are not necessarily related to the quality of the work provided.

The square yard or hourly rental contract price will be full compensation for mobilizing to the site, de-mobilizing from the site, labor, supervision, cleaning of the milled surface, and all other incidentals required to complete the work. Hauling and stockpiling of the material will not be paid for directly, but will be considered incidental to the milling items.

Square Yard: Payment will be made at the contract unit price for the number of square yards removed.

Hourly: Payment will be made at the contract unit price for the number of hours of operation removing pavement surface as directed by the Resident. The equipment used for pavement removal shall be operated at the minimum speed of 50 fpm, unless the Resident directs otherwise for milled surface quality reasons, or traffic control limitations impact pavement removal operations, or site conditions make operations at the prescribed rate unreasonable. Trimming to create a vertical face along curb line, guardrail, or around structures will be considered incidental to the 202.202 items. Additional trimming beyond the incidental work described will be paid under the appropriate rental items as listed in the Contract.

Pay Item

Pay Unit

202.2023 Removing Pavement Surface - Medium Cut Drum	S.Y.
202.20231 Removing Pavement Surface - Medium Cut Drum (Hourly)	Hour

SPECIAL PROVISION
SECTION 204
ROAD BASE REPAIR AREAS

Description This work shall consist of repairing localized areas of traveled way, auxiliary lanes or shoulders where, as determined by the Department, a substantial portion of the pavement structure has been removed during milling operations.

Construction Requirements This work shall consist of cutting or milling, excavation, hauling, backfilling, compacting, grading, and paving in locations determined by the Resident where the pavement structure has been reduced during pavement removal operations. This repair work shall be completed prior to placing any overlying pavement courses in accordance with the latest version of the Standard Specifications, Standard Details, or other contract documents.

The Contractor shall remove the existing pavement to the limits determined by the Resident. The minimum limit of the excavation shall be 3 feet by 3 feet.

The Contractor shall excavate, grade and compact exposed aggregate subbase course-gravel in accordance with the Standard Specifications, Standard Details or other contract documents. Any generated surplus material is property of the Contractor.

If required, additional subbase gravel meeting the requirements of 411.10 will be utilized to shim prior to placing Hot Mix Asphalt (HMA).

As a minimum, the Contractor shall utilize a 150lb plate compactor to compact the exposed and disturbed aggregate subbase and any gravel shim layers prior to paving.

The Contractor shall place HMA to a grade that matches the milled pavement surface and shall match the existing pavement depth up to a maximum of 6 inches. The Hot Mix Asphalt shall be compacted in 2" lifts by the approved methods specified in the Contractor's Quality Control Plan and as specified below. The Contractor shall tack all vertical surfaces to be butted and between layers of new Hot Mix Asphalt in accordance with Section 409 of the Standard Specifications.

All HMA lifts will be compacted with a minimum of a 150lb plate compactor. Areas greater than or equal to 5 feet in width and length shall be rolled with a minimum of a 3-5 Ton vibratory roller. Areas equal to or greater than 10 feet in width and 25 feet in length shall be placed with a track or rubber tire mounted highway class paver with a minimum tractor weight of 28,000 pounds, equipped with a minimum main screed width of eight feet. Compaction of the new HMA will be obtained using a minimal roller train consisting of a 10 ton vibratory knockdown and a 3-5 ton finish roller.

Incentive/Disincentives for density shall not apply. A daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by a **NETTCP Certified Paving Inspector acting as the Contractor's representative** and presented to the Department's representative by the **end of the working day**.

For all areas within the traveled way that are equal to or greater than 10 feet in width and 25 feet in length a **Quality Control Technician (QCT) equipped with a density meter** shall be required. Density testing of the mixture will be performed by the QCT in accordance with AASHTO T355 or AASHTO T343. The mixture will be rolled until the density readings show less than 1 pcf change for the final roller passes. This density will be used as the target TMD for the mixture. The remaining mixture shall be compacted to a minimum density of 95% of the target density as determined in the control section. The Contractor shall make density test results, including randomly sampled densities, available to the Department's representative onsite. Summaries of each day's results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by the **end of the working day**.

Materials

Additional gravel shall meet the requirements of 411.10. Should the Contractor utilize a Recycled Asphalt Pavement (RAP) material, the total depth utilized shall be 3 inches. Reclaim material shall not be permitted.

Bituminous tack material shall meet the applicable requirements specified in the 403 Special Provision provided in the Contract.

Hot Mix Asphalt shall meet all requirements of Standard Specification Section 400 with the following additions:

- (1) Mixture shall meet the gradation requirements as follows:
 - a. For areas less than or equal to 9 SY, an approved HMA design meeting the requirements of a 9.5mm or 12.5mm design may be utilized.
 - b. For depths total greater than 2" and areas greater 9 SY an approved HMA design meeting the requirements of a 12.5mm design shall be utilized.

(2) HMA will be tested under the following criteria:

- a. For tonnage **less than or equal to 25 Tons**, the Department will accept or reject any HMA based on a **visual basis**, either prior to its use, during placement, or in its final disposition.
- b. For tonnage **greater than 25 Tons**, the Department will accept or reject any HMA based on Section 106.6 Acceptance, (2) **Method D** as specified Section 401.21 - Quality Assurance Methods C and D:
 - i. An approved HMA design meeting the requirements of a 9.5mm design will be tested as item 403.210.
 - ii. An approved HMA design meeting the requirements of a 12.5mm design will be tested as item 403.213.

(3) The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.

Method of Measurement The Department will measure repaired areas by the Square Yard. HMA used will be paid by the Ton as item 403.102, and Bituminous Tack Coat will be paid by the Gallon.

Basis of Payment The Department will pay for the accepted quantity at the contract price per square yard complete and in place. This payment shall be full compensation for all equipment, labor and materials including but not limited to the following:

- (1) Excavation or milling, hauling, stockpiling and/or disposal of existing HMA, concrete and/or aggregates.
- (2) Grading and compacting of Aggregate for Subbase Gravel.
- (3) Delivery and placement of any new subbase gravels meeting the requirements of 411.10
- (4) Cutting and tacking of all joints between new and old HMA.
- (5) HMA will be paid as 403.102 and bituminous tack between layers will be paid as 409.15 at the contract unit price.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
204.50 Road Base Repair Areas	Square Yard
403.102 Special Areas Mix	Ton

SECTION 401 - HOT MIX ASPHALT PAVEMENT

401.01 Description The Contractor shall furnish a uniformly blended, homogeneous mixture placed as one or more courses of Hot Mix Asphalt Pavement (HMA) using a single approved design for each item on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 – Quality, the provisions of AASHTO M 323 except where otherwise noted in sections 401 and 703 of these specifications, and the MaineDOT Policies and Procedures for HMA Sampling and Testing.

401.02 Materials Materials shall meet the requirements specified in Section 700 - Materials:

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
RAP for HMA Pavement	703.08
HMA Mixture Composition	703.09

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), approved antistrip, warm mix additive, and/or mineral filler if required. HMA shall be designed and tested according to AASHTO R 35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the design, verification, Quality Control, and Acceptance tests for this mix will be performed at 65 gyrations.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G _{mm})			Voids in the Mineral Aggregate (VMA) (Minimum Percent)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
				Nominal Maximum Aggregate Size (mm)						
	N _{initial}	N _{design}	N _{max}	25.0	19.0	12.5	9.5	4.75		
< 3.0	≤90.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	65-80*	0.6-1.2
3 to <10	≤89.0									
≥ 10										

*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82. For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.

The Contractor shall submit a JMF to the Department for each mixture to be supplied. The JMF will be approved by the Department in accordance with the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual. At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 ton for coarse aggregate stockpiles and 75 ton for fine aggregate stockpiles before the JMF may be submitted. The Contractor shall provide aggregate samples to the Department unless otherwise required. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit mix changes for a JMF as outlined in the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual: Mix Design Approval Section.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be reduced up to 10 percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application under any circumstances.

401.031 Warm Mix Technology The Contractor may place Hot Mix Asphalt Pavement produced with an accepted WMA technology if approved by the Department. Methods or technologies shall generally be at the Contractor's option, but will be limited to proven, Agency and Industry accepted practice. Mixture production, placement and volumetric testing details, including temperatures, shall be included in the project specific QCP, and submitted to the Department for approval prior to any work.

401.04 Temperature Requirements The temperature of the mixture shall conform to the tolerances in Table 2 as measured at the truck at the mixing plant and at the paver unless otherwise authorized by the Department.

TABLE 2: ALLOWABLE TEMPERATURE RANGES

PGAB Grade(s)	Temperature Range (°F)
PG58-28 / PG64-28	275-325
PG64E-28 / PG70E-28	285-335

401.05 Performance Graded Asphalt Binder The Contractor shall utilize either a PG58-28, PG64-28, PG64E-28, PG70E-28, or other grade as specified in the 403 Special Provision. The Contractor shall utilize a PG64-28 if no liquid grade is specified within the 403 Special Provision.

401.06 Weather and Seasonal Limitations The State is divided into two paving zones as follows:

- a. Zone 1 Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- b. Zone 2 Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.

TABLE 3: SEASONAL AND TEMPERATURE LIMITATIONS

TABLE 3. SEASONAL AND TEMPORARY LIMITATIONS			
Description	Zone 1 Allowable Placement Dates	Zone 2 Allowable Placement Dates	Minimum Ambient Air Temperature
HMA Surface Course greater than or equal to 1” (Travelway)	May 1 to Saturday following October 1	April 15 to Saturday following October 15	50°F
HMA Surface Course less than 1” (Travelway)	May 15 to Saturday following September 15	May 15 to Saturday following October 1	
HMA Surface Course less than 1” considered to be “Night Work” (Travelway)	June 1 to the Saturday following September 1		
HMA Surface Course less than 1” (Shoulders)	May 15 to the Saturday following October 15		
HMA for Surface Course on Bridge Decks	May 1 to Saturday following October 1	April 15 to Saturday following October 15	
HMA for Base or Shim Course on Bridge Decks	April 15 to November 15		
HMA for use other than Travelway Surface Course (Shoulders greater than or equal to 1”, Intermediate, Base, Shim)	April 15 to November 15		40°F
HMA for curb, driveways, sidewalks, islands, or other incidentals	N/A		
With Use of Approved Warm Mix Technology as Compaction Aid (Surface Course Ambient Air Temperature Allowances)			
HMA Surface Course greater than or equal to 1” (Travelway)	May 1 to Saturday following October 1	April 15 to Saturday following October 15	Begin at 50°F and pave down to 45°F
HMA Surface Course less than 1” (Travelway)	May 15 to Saturday following October 1	May 15 to Saturday following October 15	
HMA Surface Course less than 1” considered to be “Night Work” (Travelway)	June 1 to the Saturday following September 15		
HMA Surface Course less than 1” (Shoulders)	May 15 to the Saturday following October 15		
With Use of Approved Warm Mix Technology as Compaction Aid (Seasonal Limitation Extensions)			
HMA Surface Course greater than or equal to 1” (Travelway)	Saturday following October 1 to Saturday following October 15	Saturday following October 15 to Saturday following October 29	50°F
HMA Surface Course less than 1” (Shoulders)	Saturday following October 15 to Saturday following October 29		
HMA for use other than Travelway Surface Course (Shoulders greater than or equal to 1”, Intermediate, Base, Shim)	April 15 to Saturday following November 15		35°F

1. Shoulders paved with the travelway pass shall meet travelway ambient air temperatures

2. Refer to the 461 SP for UTBWC for seasonal and temperature requirements.

3. The minimum ambient air temperature for placement of HMA for curbs, driveways, sidewalks, islands, and other incidental work shall be 40°F, regardless of whether the mixture is produced using an approved WMA technology.

The ambient air temperature shall be determined by an approved thermometer placed in the shade at the paving location. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface regardless of the ambient air temperature. The Hot Mix Asphalt Pavement produced with an approved WMA technology shall meet the requirements of section 401.04 - Temperature Requirements, unless otherwise approved by the Department. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes.

401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M 156, Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures with exception of Section 4.2.1, 4.2.2, 4.3.4, 4.3.5, and 4.12.2.

All HMA plants will be inspected annually by the Department prior to producing HMA for Department projects. The Contractor shall provide the Department at least 72 hours' notice that the plant is ready for inspection. The Contractor shall equip the plant with ladders and platforms that are accessible and safe to obtain samples of PGAB, aggregate and mix from the relevant tanks, collector belts and haul units. Silo storage time of mixtures shall not exceed 36 hours.

401.072 Stockpiles The Contractor shall provide sufficient space for stockpiles and maintain a minimum of supply for 2 days production of all aggregate products used in MaineDOT approved mix designs currently under production. A minimum stockpile supply of 100 ton (70 yards) shall be maintained at all times. The Contractor shall construct stockpiles to prevent intermingling and to minimize segregation. All stockpiles used in MaineDOT mixes shall be identified with weatherproof signs at least 12" high and 24" wide, with reflective lettering at least 2" high.

401.073 Cold Feeds Cold Feed Bins will have bin dividers to keep aggregate products separated. Adequate means must be provided for obtaining samples of the combined flow of all Cold feed bins.

401.074 Dryer Dryer shall be capable of heating aggregate to required mixing temperature and shall be in good operation and condition. Dryer shall be subject to annual inspection prior to start-up. The Contractor shall dry and heat the aggregates for the HMA to the required temperature, adjusting flames to avoid damaging the aggregates. The Contractor shall provide the Department a minimum period of 72 hours to inspect the dryer and provide at least 24 hours' notice that the dryer is ready for inspection.

401.075 Asphalt Binder The plant shall include a heating system and insulation to maintain the asphalt binder at a uniform temperature for proper mixing and compaction. A thermometer shall be provided in the asphalt binder line. No direct flame may come in contact with tank. A sampling valve shall be provided in the circulation line downstream of any binder additive used unless otherwise approved by the Department. The Contractor shall drain down the asphalt as low as safely possible in any tank that will be switched to a new source or grade prior to adding the new PGAB.

401.076 Additives Additives (WMA, anti-strip, etc.) introduced into the binder at the HMA plant shall be introduced per the supplier's recommendations and shall be approved by the Department. The system for introducing additives shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all production rates and batch sizes. Additive introduction systems shall be controlled by a proportioning device to the amount required on the JMF plus or minus 0.1% of the target. Additive introduction systems shall be interlocked with the plant and the recordation (batch tickets or drum recordation) shall display the additive and the weight and percentage added. A means for sampling the PG binder with additive introduced will be provided. The sampling point shall be after the additive is mixed with the PGAB before entering the drum or mixer unit.

401.077 Batch Plants

Hot Bins Hot bins shall provide uniform continuous operation and be in good working condition. The plant shall be able to provide samples of hot bins upon request. Overflow shall be provided for each hot bin. Hot bin gates shall close without leaking. Bin walls must prevent intermingling between bins. Each hot bin shall have low level indicators which will alert the operator when the bin is empty.

Mixer Unit Clearance between blades and liner shall be 1" maximum, unless the aggregate exceeds 1 ¼" then the clearance shall be 1 ½". The spray bar length shall be at least 75% of the mixer length. The mixer unit shall be a twin pug mill-type mixer capable of mixing continuously for at least 45 seconds after all materials have been introduced into the mixer. The blades in the mixer shall be capable of producing a homogenous mixture. If the mixer is not enclosed, it shall be equipped with an adjustable hood to prevent loss of dust by dispersion. The mixer unit shall be subject to annual inspection prior to removal of safety features and being readied for service. The Contractor shall provide the Department the opportunity to inspect the mixer unit prior to the annual inspection. The Contractor shall provide the Department a minimum period of 72 hours to inspect the mixer unit and provide at least 24 hours' notice that the mixer unit is ready for inspection.

Mineral Filler Mineral filler and fiber shall utilize separate bins and feed systems to store and proportion the required quantity into the mixture. The feed systems shall be accurate to no more than 10% of the required weight with a convenient and accurate means of calibration. Mineral filler and fiber shall be introduced in the weigh hopper and uniformly distributed prior to the injection of the asphalt binder.

Automation The HMA batch plant shall automatically batch, mix and discharges mixes. The batch plant shall accurately proportion the various materials in the proper order by weight. The entire batching and mixing cycle shall be continuous and shall not require any manual operations. The batch plant shall use auxiliary interlock circuits to trigger an audible alarm whenever an error exceeding the acceptable tolerance occurs. Along with the alarm, the printer shall print an asterisk on the delivery slip in the same row containing the out-of-tolerance weight. The automatic proportioning system shall be capable of consistently delivering material within the full range of batch sizes. When RAP is being used, the plant must be capable of automatically compensating for the moisture content of the RAP.

The HMA batch plant shall be operated within the following tolerances:

Each aggregate component	+/- 1.5% cumulative, per bin
Mineral Filler	+/- 0.5%
Bituminous Material	+/- 0.1%
Zero return (aggregate)	+/- 0.5%
Zero Return (AC)	+/- 0.1%
Additives	+/- 0.1%

Recordation All plants shall be equipped with an approved digital recording device. The printer shall mark any weight on the ticket that exceeds tolerance. The delivery slip shall contain information required under Section 108.1.3 - Provisions Relating to Certain Measurements, Mass and paragraphs a, b, and c of Section 401.078.

401.078 Drum Plants

Cold Feeds and Delivery System A scalper screen shall be used to remove oversize material. The accuracy of the belt scale shall be within +/- 1.0% of the actual weight being measured. The plant shall be capable of correcting for aggregate moisture. Mineral filler and fiber shall utilize separate bin(s) and feeder systems to store and proportion the required quantity into the mixture. The feed systems shall be accurate to no more than +/- 10% of the required weight with a convenient and accurate means of calibration. The plant shall be equipped with a single control to change all feed rates. Mineral filler and fiber shall be introduced such that dry mixing is accomplished no less than 18 inches prior to the injection of the asphalt binder. The Contractor shall ensure that the mineral filler does not become entrained in the exhaust stream of the dryer.

Binder System The flow of asphalt binder shall adjust automatically with dry aggregate weights. The Department will conduct an asphalt flow meter check annually and after each change of plant location. The flow meter check must be performed prior to producing mix for Department projects. The plant must be configured to provide a convenient means to check accuracy of the flow meter. The flow meter will be considered accurate if the measured weight is within 1% of actual weight.

Drum Mixer The plant shall be equipped with a diversion system where mix can be diverted at startup/shutdown and any time. The drum mixer shall be subject to annual inspection prior to removal of safety features and being readied for service. The Contractor shall provide the Department a minimum period of 72 hours to inspect the drum mixer while providing at least 72 hours' notice that the drum mixer is ready for inspection.

Recordation An approved automatic ticket printer system shall be used to print delivery slips. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate. The dry aggregate weights and binder flow shall be recorded as well as mineral filler and all binder additives. The recordation of materials shall be printed a minimum of every ten minutes while in production.

The requirements of Section 108.1.3 f. - Delivery Slips, shall be met by the delivery slip printed by the automatic system, which accompanies each truckload, except for the following changes:

- The quantity information required shall be individual weights of each batch or total net weight of each truckload.
- Signatures (legible initials acceptable) of Weighmaster (required only in the event of a malfunction as described in 401.074 c.).
- The MaineDOT designation for the JMF.

401.079 Scales and Weight Checks Scales shall meeting the requirements of Section 108 - Payment. The scales shall be inspected and sealed by the State Sealer (or approved alternative) as often as the Department deems necessary to verify their accuracy. Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 50 pound masses for scale testing at batch plants. At Contractor's option, the Contractor can use one single test weight that has been checked on sealed scales. This weight shall be 1,000 lbs. or greater. At least twice during each 5 days of production either of the following checks will be performed:

- a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. The inspector will notify the producer to take corrective action on any discrepancy over 1.0%. The producer may continue to operate for 48 hours under the following conditions.
 1. If the discrepancy does not exceed 1.5%; payment will still be governed by the printed ticket.
 2. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight.

If, after 48 hours the discrepancy has not been addressed and reduced below 1.0%, then plant operations will cease. Plant operation may resume after the discrepancy has been brought within 1.0%.

- b. Where platform scales are not readily available, a check will be made to verify the accuracy and sensitivity of each scale within the normal weighing range and to assure that the interlocking devices and automatic printer system are functioning properly. If platform scales are not readily available, a weight with a known mass-verified and sealed annually by a licensed scale company, may be used by hanging weight from silo or surge hopper, at lower middle and upper third levels upon request to verify scale accuracy.
- c. In the event of a malfunction of the automatic printer system, production may be continued without the use of platform truck scales for a period not to exceed the next two working days, providing total weights of each batch are recorded on weight tickets and certified by a Licensed Public Weighmaster.

401.08 Hauling Equipment Units hauling HMA shall have tight, clean, and smooth metal bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Release agents that dissolve or strip asphalts, including diesel fuel, will not be allowed.

All mix haul units shall have a cover of water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the truck, unless unloading. Haul units shall have an opening on both sides near the midpoint of the body, at least 12 in above the bed, which will accommodate a thermometer stem.

401.09 Pavers The Contractor shall use pavers meeting the requirements of this section unless otherwise authorized by the Department. Pavers shall meet the requirements of Table 4: Paver Requirements.

TABLE 4: PAVER REQUIREMENTS

Use	Paver Requirement
Traveled Way & Auxiliary Lanes	Equipped with a 10 ft minimum main screed with activated extensions. The minimum tractor weight shall be 30,000 pounds.
	Equipped with automatic grade and slope controls that automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 30 ft, a non-contact grade control with a minimum span of 24 ft, except that a 40 ft reference shall be used on interstate and divided highway projects. Unless approved by the Department, a single sensor “joint matcher” shall not be permitted.
All HMA Placement	Self-contained, self-propelled units of sufficient class and size to place Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.
	Equipped with a free-floating activated heated main screed with activated extensions. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer’s recommendations, a copy of which shall be available if requested.
	Equipped with a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed.
	Operated in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.11 - Surface Tolerances. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.
	Auger and tunnel extensions will be required as needed to complete the work. The distance between the auger/tunnel and the paver screed end-gate will be as specified by the manufacturer, but shall not exceed 24 inches.

The Contractor shall have the paver at the project site sufficiently before the start of paving operations to be inspected and approved by the Department. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Department. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects. On a daily basis, the Contractor shall perform density testing across that mat as detailed in Section 401.191 Quality Control - Method A, B & C.

401.10 Rollers Rollers shall be static steel, pneumatic tire, oscillatory, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller drums or tires. Crushing of the aggregate or displacement of the HMA during rolling will not be permitted. Any HMA Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of PGAB, or is in any other way defective shall be removed and replaced at no additional cost with fresh material which shall be immediately compacted to conform to the adjacent area.

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA. The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option unless otherwise specified in the contract, provided specified density is attained and with the following requirements:

- a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, on irregular or milled surfaces, or on bridges, at least one roller shall be 16 ton pneumatic-tired. Pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of HMA materials from the paved surface. When required by the Department, the roller shall be ballasted to 20 ton.
- b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Department.
- c. Vibratory rollers shall not be operated in the vibratory mode on bridge decks.
- d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.
- e. The use of an oscillating steel roller shall be required to compact all mixtures placed on bridge decks.

The maximum operating speed for a steel wheel or pneumatic roller shall not exceed the manufacturer's recommendations, a copy of which shall be available if requested.

401.11 Surface Tolerances The Department will check the following surface tolerances:

- a. Longitudinally: The pavement surface profile shall be free of deviations in excess of $\pm \frac{1}{4}$ inches from the required pavement surface profile grade. To verify the surface tolerance a straight plane shall be established using 16 foot straight edge or a taught string line placed parallel to the direction of travel and checked continuously across the width of the lane.
- b. Transversely: The pavement surface profile shall be free of deviations in excess of 0 inches below and $\frac{1}{4}$ inches above the required cross-sectional profile grade. To verify the surface tolerance a straight plane shall be established using a 10 foot straight edge or taught string line placed perpendicular to the direction of travel and checked continuously along the length of the lane.

The Contractor shall correct defective areas by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 10 foot straightedge for the Department's use.

401.12 Preparation of Existing Surface The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course.

When covering portland cement concrete surfaces (concrete slabs, concrete backfill around utilities or as curb fill) the concrete shall be placed to a depth that allows for a minimum of 3 inches of a hot mix asphalt pavement over the concrete. The 3 inches of pavement may be comprised of base, shim and surface layer as may be specified in Special Provision 403. A triple application of tack coat, as a

minimum, shall be applied on concrete surfaces prior to any hot mix pavements being placed over the concrete.

Tack coat shall conform to the requirements of Section 409 – Bituminous Tack Coat, Section 702 – Bituminous Material, and all applicable sections of the contract.

401.13 Spreading and Finishing In areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Release agents that dissolve or strip asphalts, including diesel fuel, will not be allowed. On roadways with adjoining lanes carrying traffic, the Contractor shall place each course per the conditions in Table 5, unless otherwise noted by the Department in Section 403 - Hot Mix Asphalt Pavement.

TABLE 5: PLACEMENT CONDITIONS FOR ADJOINING LANES

Depth (at centerline)	Placement Conditions
Vertical Longitudinal Joint	
¾" and less (incl. shim)	The Contractor may place the HMA course over the full single travel lane width for each production day.
1" to 1 ¼"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint of the project's 1 days' average production will be permitted over the weekend.
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall place each course over the full width of the traveled way section being paved that day.
Notched-Wedge Longitudinal Joint	
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint of the project's 1 days' average production will be permitted over the weekend.
Greater than 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.
Longitudinal Joints (<45 mph) *	
Greater than 2"	With use of a Notch-Wedge device, the Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint of the project's 1 days' average production will be permitted over the weekend.

* Longitudinal joint allowances for segments under 45 mph will only be permitted if the segment length is continuous for one mile or greater or the total length of the project is one mile or less.

Constructed wedge joints that degrade or break off will not qualify for the open joint duration as described above. The impacted area shall be matched up within 48 hours of notification by the Department. Prior to matching, the Contractor shall trim off the impacted area and construct a vertical joint. Failure to comply will result in an automatic Traffic Control Violation as per section 652.8.

The Contractor shall place the specified course over the full width of the mainline traveled way being paved, regardless of use, depth, or longitudinal joint type prior to Memorial Day, July 4th, Labor Day, paving suspensions exceeding three days, or other dates as specified by special provision.

The Contractor shall install additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double application of raised pavement markers at 100 foot intervals, or temporary painted line. For any exposed vertical edge between the shoulder and traveled way, at a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

When covering a portland cement concrete surface (concrete slabs, concrete backfill around utilities or as curb fill) a minimum of 3 inches of HMA pavement will be required over the concrete.

HMA shall be installed to match the surrounding pavement depth around utilities, structures, or when placing HMA as curb fill, up to 6 inches total unless otherwise directed in the project documents.

401.14 Hot Mix Asphalt Placement on Bridge Decks Hot mix asphalt pavement placed on bridges shall also conform to Section 508.04 and the following requirements:

- a. The minimum production and placement temperature for the Hot Mix Asphalt placed over membrane shall conform to the manufacturer's recommendations.
- b. The bottom course shall be placed with an approved rubber mounted paver of such type and operated in such a manner that the membrane waterproofing will not be damaged in any way.
- c. The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.
- d. The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck, unless otherwise directed by Special Provision.
- e. After the top course has been placed, the shoulder areas shall be sealed 3 ft wide with two applications of an emulsified bituminous sealer meeting the requirements of Section 612.03 - Sealing and Section 702.12 - Emulsified Bituminous Sealing Compound. The first application shall be pre-mixed with fine, sharp sand, similar to mortar sand, as needed to fill all voids in the mix in the area being sealed. The second application may be applied without sand. The sealer shall be carried to the curb at the gutter line in sufficient quantity to leave a bead or fillet of material at the face of the curb. The area to be sealed shall be clean, dry and the surface shall be at ambient temperature. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot mix asphalt pavement.
- f. The area between the edge of the membrane and the vertical surface of bridge curbing and concrete bridge headers shall be completely sealed with hot-applied asphaltsealant material, meeting the requirements of Type 4 or mastic crack seal. Sealant shall be applied to form a complete seal between the membrane and the vertical surface and shall extend up the vertical surface to within ½ inch of the top of the HMA wearing surface. This work shall be considered incidental to the contract pavement items unless 508 membrane items are included in the contract.

401.15 Compaction Immediately after the Hot Mix Asphalt Pavement has been spread, struck off, and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the HMA by rolling.

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum-based release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department. Any operation other than placement of variable depth shim course that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

Along forms, curbs, headers, walls, manhole and catch basin structures, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

Any HMA that becomes unacceptable due to cooling, cracking, checking, segregation or deformation as a result of an interruption in mix delivery shall be removed and replaced with material that meets contract specifications at no cost to the Department.

For all items requiring pavement density testing, the Contractor shall cut 6-inch diameter cores at no additional cost to the Department by the end of the working day following paving. Cores shall be cut such that the nearest edge at least 9 inches from any joint. Pre-testing of the cores will not be allowed. If the Contractor and the Department mutually determine that a core is damaged, the Contractor shall cut new core(s) at the same offset and within 3 ft of the initial sample. The Contractor and the Department will mutually determine if underlying material is adhered to the core and if so will mark the core at the point where sawing is needed. The Department will place the cores in a secure container and the Contractor shall transport the cores to the designated MaineDOT lab. The cores will be saw cut by the Department to remove underlying layers. No recuts are allowed at a test location after the core has been tested.

On all sections of overlay with wearing courses designed to be 1 in or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Mix Asphalt Pavement. For overlays designed to be 1 in or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustment for density, unless otherwise directed by the Department.

There shall be no pay adjustment for density on shoulders unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement. Density for shoulders shall be obtained by the same rolling train and methods as used on mainline travelway, unless otherwise directed by the Department. Efforts to obtain optimum compaction will not be waived by the Department unless it is apparent during construction that local conditions make densification to this point detrimental to the finished pavement surface course.

401.16 Joints The Contractor shall construct wearing course transverse and longitudinal joints in such a manner that minimum tolerances shown in Section 401.11 - Surface Tolerances are met when measured with a straightedge. The paver screed shall maintain a uniform head of HMA during transverse and longitudinal joint construction. The HMA shall be free of segregation and meet temperature requirements outlined in Section 401.04. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 3 in of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement, or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items. Longitudinal joints shall be generally straight to the line of travel and constructed in a manner that best ensure joint integrity. Methods or activities that prove detrimental to the construction of straight, sound longitudinal joints will be discontinued.

The Contractor may utilize an approved notched wedge joint device on all HMA layers 1 ½ inches in depth or greater. A notched wedge joint shall be constructed as shown in Figure 1 using a device that is attached to the paver screed and is capable of independently adjusting the top and bottom vertical notches.

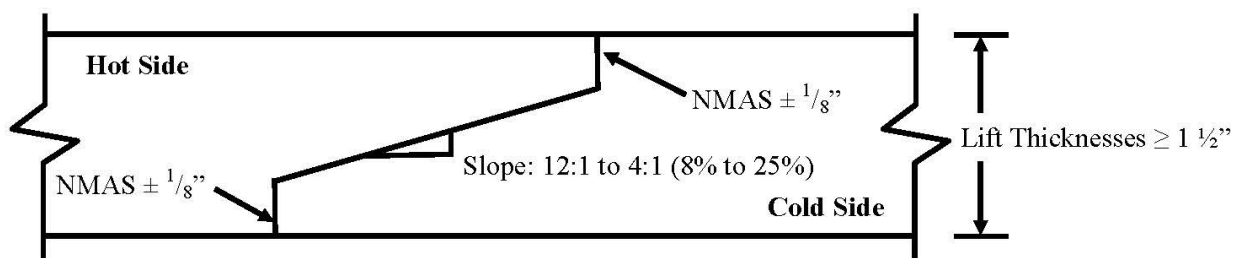


FIGURE 1: Notched Wedge Joint

Notes

1. An emulsified tack coat shall be applied to the vertical edges and the wedge surface so that the total rate is 0.05 G/SY plus the normal specified rate prior to placing the adjacent layer. The Contractor may elect to apply the emulsified tack coat in one or multiple passes.
2. Dimensions shown are compacted depths (after rolling is complete).

The Department reserves the right to have centerline cores cut by the Contractor's QC personnel for informational purposes to monitor the density along the joint. Informational cores at the centerline joint will be taken centered over the tapered part of the wedge joint.

Any notched wedge joint constructed areas that become cracked or broken shall be trimmed back to the limits affected prior to placing the adjoining lane. Any materials that become unbound or separated from the wedge or tapered joint section, or contaminated by materials determined by the Department as being detrimental to the construction of a sound construction joint, shall be removed by sweeping, compressed air and lance, or by hand tools as required. This work, if necessary, will not be paid for directly, but shall be considered incidental to the related contract items.

The Contractor shall apply a coating of emulsified asphalt on the vertical and tapered surface of the longitudinal centerline joint immediately before paving if the notched wedge joint device is used.

The total rate of application shall be 0.050 G/SY plus the normal specified tack coat rate. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces.

401.17 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day. All delivery slips shall conform to the requirements of 401.078.

401.18 Prepave Meeting Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the density QC random numbers to be used on the project shall be provided to the Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All personnel of the Department and the Contractor who have significant information relevant to the paving items shall attend, including the responsible onsite paving supervisor for the Contractor. The Resident will prepare minutes of the conference and distribute them to all attendees. Any requests to revise the minutes must be made to the Resident within 7 Days of Receipt. These minutes will constitute the final record of the Pre-paving conference. On the first day of paving and whenever there is a change in the onsite paving foreman or paving inspector, the Department and the Contractor shall hold an informal onsite meeting to review the minutes of the Pre-paving conference, Project Specific QCP, Plans, Typical, Special Provisions and communication process. This meeting shall be held prior to placing any mix and, at minimum, shall occur yearly for multi-year contracts. The onsite paving supervisor, QCT, Superintendent, Resident and/or paving inspector shall attend.

401.19 Contractor Quality Control – Method A, B, C & D

The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

401.191 Quality Control The QCP shall meet the requirements of Section 106.6 – Acceptance and this Section. The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement, and shall include the following personnel meeting these minimum requirements:

- a. QCP Administrator – The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or their designee in the QCP Administrator’s absence) shall be available to communicate with the Department at all times.
 - For items accepted under Methods A and B, the QCP Administrator shall be certified as a Quality Assurance Technologist (QAT) by NETTCP.
 - For items accepted under Methods C and D, the QCP Administrator shall be certified by NETTCP as a Quality Assurance Technologist (QAT), Plant Technician, or Paving Inspector.
- b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements, and that delivery slips and plant recordation accurately reflects the mix being produced with all the required information. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.
- c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement including, but not limited to, the following:

a. General Requirements:

- Job Mix Formulas (JMFs)
- Name of QCP Administrator, and certification number
- Description of corrective action process
- Disposition of defective material
- A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.
- Type of release agent to be used on haul units, tools and rollers.
- A note stating that the use of petroleum-based fuel oils, such as diesel or kerosene, or asphalt stripping solvents will not be permitted.

b. Process Control Requirements: Each Hot Mix Asphalt plant shall have a Plant Specific Process Control Plan. At minimum the plan shall include:

- Name of Plant Specific Process Control Technician(s) and certification number(s)
- Hot mix asphalt plant details
- Stockpile Management
- Mixing & transportation
- Silo management and details
- A detailed description of RAP processing, stockpiling and introduction into the plant
- PG Binder management:
 - Tanks and storage (including polymer modified binders if applicable)
 - Binder temperature
 - Sample points
 - Method to ensure mixture contains the specified binder grade
 - Additive introduction details if introduced at the plant
- Testing and inspection plan for control of aggregates and RAP
- Mix Testing and inspection plan

c. Quality Control Requirements – Method A & B:

- Name of Quality Control Technicians(s) and certification number(s)
- Laydown operations
- Longitudinal joint construction including the tacking of all joints.
- Procedures for avoiding paving in inclement weather
- Compaction of shoulders
- Methods to ensure that segregation is minimized
- Procedures to determine the maximum rolling and paving speeds based on best engineering practices and past experience in achieving acceptable pavement smoothness.
- Sequence for paving around drainage structures, under guard rail, around curb, at bridges, intersections, drives and minor approaches to ensure proper compaction, finish, and drainage.

d. Quality Control Requirements – Method C and D:

- Name of QCP Administrator and certification number(s) as specified in Section 401.19.
- Name of Process Control Technicians(s) and certification number(s).
- Name of Quality Control Technicians(s) and certification number(s).
- Anticipated Compaction Temperature Zones for each roller zoneduring placement.
- Mix TMD to be used for density gauge setting for method spec density work
- Procedures for avoiding paving in inclement weather.

The Contractor shall also supply a Laydown Operation Plan that addresses sequence of work, layout of work, longitudinal joint construction, compaction of shoulders, methods to minimize segregation, and procedures to achieve acceptable pavement smoothness.

For each production day, a summary of each day's results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by 1 PM the following working day.

Unless otherwise noted in Section 403 – Hot Mix Asphalt Pavement, the Contractor shall submit a modified QC Plan every year detailing, how the mix is to be placed, what equipment is to be used, and what HMA plant is to be used for Items covered under the Plan. All mix designs (JMF) shall be approved and verified by MaineDOT prior to use.

The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 6. The Contractor shall generate QC sampling random numbers for each approved mix design every year. A copy of the random numbers shall be emailed to the QC.mainedot@maine.gov email address and remain on-file (in print) and be available for inspection at the QC laboratory. The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the minimum frequencies per each approved mix design.

TABLE 6: MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (In-Place Density - Surface)	1 per 125 ton	AASHTO T 355 or AASHTO T 343
%TMD (In-Place Density - Base)	1 per 250 ton	AASHTO T 355 or AASHTO T 343
Fines / Effective Binder	1 per 500 ton	AASHTO T 312*
Gradation	1 per 500 ton	AASHTO T 30
PGAB Content	1 per 500 ton	AASHTO T 164 or AASHTO T 308
Voids at N_{design}	1 per 500 ton	AASHTO T 312*
VMA at N_{design}	1 per 500 ton	AASHTO T 312*
Rice Specific Gravity	1 per 500 ton	AASHTO T 209
Percent Fractured Particles	1 per 5,000 ton	AASHTO T 335
Flat and Elongated Particles	1 Per 5,000 ton	ASTM D4791
Fine Aggregate Angularity	1 Per 5,000 ton	AASHTO T 304

The Contractor shall monitor plant production on each approved mix design using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 7 below. The UCL and LCL, shall not exceed the allowable gradation control points for the particular type of mixture as outlined in Table 1 of Section 703.09.

TABLE 7: CONTROL LIMITS

Property	UCL and LCL
Percent Passing 4.75 mm and larger sieves	Target +/- 4.0
Percent Passing 2.36 mm sieve	Target +/- 2.5
Percent Passing 0.075 mm sieve	Target +/- 1.0
PGAB Content	Target +/- 0.25
VMA at N_{design}	LCL = LSL + 0.2
Voids at N_{design}	JMF Target +/- 1.2
Theoretical Maximum Specific Gravity	JMF Target +/- 0.020

The Contractor shall submit all QC test and inspection reports and updated control charts to the Resident and QC.mainedot@maine.gov by email. The reports and updated control charts shall be signed by the appropriate technician and be submitted to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP and approved by the Department.

The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by the Department. Test results of splits that do not meet the Dispute Resolution

Variance Limits in Table 18 shall trigger an investigation by the MaineDOT Independent Assurance Unit and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.50 - Process for Dispute Resolution].

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of roller passes, shall be recorded and signed by the QCT and provided to the QC.mainedot@maine.gov email address and Resident in writing by 1:00 p.m. the next working day. The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. The Contractor may only cut additional cores for verification of the densometer, at a rate not to exceed 3 per day or 2 per 1000 ton placed.

If the Contractor's control chart shows the process for a given mix design to be out of control (defined as a single point outside of the control limits on the running average of three chart) on any property listed in Table 7: Control Limits, the Contractor shall notify the Resident of all affected projects in writing of the corrective action by 1:00 PM the next working day. The written description shall detail what action is being taken by the Contractor to bring the property in question back within control limits. Subsequent quality control results are expected to demonstrate an improvement and regression towards the aim. The Department reserves the right to take action, to include cessation of production, in the case of repeated results outside the Table 7 control chart control limits.

On a daily basis, or whenever equipment type or sequence is modified, the Contractor shall perform density testing across the mat being placed, prior to being compacted by equipment at 12 in intervals. If the density values vary by more than 2.0% from the mean, the Contractor shall make adjustments to the screed until the inconsistencies are remedied. Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106 – Quality.

The Contractor shall cease paving operations whenever one of the following occurs:

- a. The quality level for density using all quality control tests for the current Lot is less than 60 PWL.
- b. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Section 703.07, Table 3: Aggregate Consensus Properties Criteria for the design traffic level.
- c. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- d. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- e. The Contractor fails to follow the approved QCP.

The Contractor shall notify the Resident in writing as to the reason for shutdown, as well as the corrective action, by the end of the workday. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production. The Department

retains the exclusive right, with the exception of the first day's production of a new JMF, to determine whether the resumption of production involves a significant change to the production process. If the Department so determines, then the current lot will be terminated, a pay factor established, and a new lot will begin.

The Contractor may utilize innovative equipment or techniques not addressed by the Contract documents to produce or monitor the production of the mix, subject to approval by the Department.

401.192 Quality Control and Acceptance for Item 403.209 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size, (sidewalks, drives, islands & incidentals) and visual acceptance items Item 403.209 will be accepted under method D acceptance unless otherwise noted in the 403 special provision. A QCP, certified QC personnel, or Prepave Meeting shall not be required for Item 403.209 - Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals) when accepted under either visual acceptance or under Method D acceptance unless otherwise specified in the 403 SP. An approved JMF shall be provided to the Resident prior to placement.

401.20 Acceptance Method A & C These methods utilize Quality Level Analysis and pay factor specifications. For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per subplot on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties as outlined in Table 8:

TABLE 8: ACCEPTANCE PROPERTIES – METHOD A & C

Properties	Point of Sampling	Test Method
Gradation	Paver Hopper	AASHTO T 30
PGAB Content	Paver Hopper	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	AASHTO T 269
Voids at N _{design}	Paver Hopper	AASHTO T 312
VMA at N _{design}	Paver Hopper	AASHTO T 312
Fines to Effective Binder	Paver Hopper	AASHTO T 312
VFB	Paver Hopper	AASHTO T 312

The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split. Upon conclusion of each lot being evaluated under quality level analysis, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

Lot sizes and subplot sizes shall be determined as outlined in Table 9.

TABLE 9: LOT AND SUBLOT SIZES – METHOD A & C

Lot Size*	Entire production per item per contract per year up to 6000 ton
Maximum Sublot Size – Mix	750 ton
Maximum Sublot Size – Density	Surface Layers – 250 ton Base / Intermediate Layers – 500 ton
Minimum Number of Samples – Mix	Four
Minimum Number of Samples – Density	Five

*General – Lot and Sublot size may be adjusted to accommodate the work scope and schedule, or as otherwise agreed upon at the Prepave Meeting

If there is less than one-half of a subplot remaining at the end of production for the year, then it shall be combined with the previous subplot. If there is more than one-half subplot remaining at the end of production for the year, then it shall constitute the last subplot and shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot. Unanticipated over-runs of up to 1500 ton shall be rolled into the last lot. Cases where the lot is terminated prior to reaching completion shall be handled in accordance with Section 106.7.3 Early Termination of Lots. In cases where a density incentive/disincentive provision apply, additional cores shall be taken to attain a minimum of three for the Lot.

Isolated Areas During the course of inspection, should it appear that there is an isolated area that is not representative of the lot based on a lack of observed compactive effort, excessive segregation, a change in process or any other questionable practice, that area may be isolated and tested separately. An area so isolated that has a calculated pay factor below 0.80 for Method A, based on three random tests shall be removed and replaced at the expense of the Contractor for the full lane width and a length not to be less than 150 ft.

TABLE 10: ACCEPTANCE LIMITS – METHOD A & C

Property	USL and LSL	
	Method A	Method C
Percent Passing 4.75 mm and larger sieves	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/- 4%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 3%	Target +/- 4%
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/- 2%	Target +/- 2%
PGAB Content	Target +/- 0.4%	Target +/- 0.4%
Voids at N_{design}	4.0% +/- 1.5%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
VMA at N_{design}	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	94.5% +/- 2.5%

Cease Production The Contractor shall cease paving operations whenever one of the following occurs on a lot in progress:

TABLE 11: CEASE PRODUCTION – METHOD A & C

Property	Percent Within Limits (PWL)	
	Method A	Method C
Percent Passing NMAS sieve*	<60 PWL	<60 PWL
Percent Passing 2.36 mm sieve*		
Percent Passing 0.30 mm sieve*		
Percent Passing 0.075 mm sieve*		
PGAB Content		N/A
Voids at N_{design}		
Fines to Effective Binder*		
VMA at N_{design}		
VFB		
% TMD (In-place Density)		<60 PWL

*Paving operations shall not be required to cease if the mean test value is equal to the LSL or USL and $s = 0$.

In cases where the Contractor is to cease paving operations based upon an Acceptance result or payfactor, the Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.201 Pay Adjustment - Method A & C The Department will use the following criteria for pay adjustment at the completion of the Lot using the pay adjustment factors under Section 106.7 - Quality Level Analysis.

Density Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2. If the pay factor for Density falls below 0.80, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample subplot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Mix Properties The Department will determine a pay factor (PF) using the applicable Acceptance Limits. If all three pay factors for PGAB Content, VMA at N_{design} , and Voids at N_{design} fall below 0.80 for Method A, then the composite pay factor for PGAB Content, VMA at N_{design} , and Voids at N_{design} shall be 0.50.

The following variables will be used for pay adjustment:

PA = Pay Adjustment
 Q = Quantity represented by PF in ton
 P = Contract price per ton
 PF = Pay Factor

The Department will determine a pay adjustment using Table 12: Pay Adjustment Calculations as follows:

TABLE 12: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

Acceptance Method	Mix Properties / Gradation	Density
Method A	$PA = (\text{Voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d - 1.0)(Q)(P) \times 0.20 + (\text{PGAB Content PF} - 1.0)(Q)(P) \times 0.10$	$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$
Method C	$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB Content PF} - 1.0)(Q)(P) \times 0.25$	$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$

In addition, for 9.5 mm NMAS mixtures the following pay adjustment shall also apply:

The average percent passing for the 0.075 mm sieve shall be evaluated for each Lot. If the average is greater than 6.5%, a pay adjustment according to Table 13 below shall apply in addition to the other pay adjustments for the given method of testing.

TABLE 13: 0.075 MM SIEVE PAY ADJUSTMENT

Average Percent Passing 0.075 mm Sieve	Pay Adjustment
6.6% - 7.0%	-5%
> 7.0%	-10%

The Department shall notify the Contractor whenever the average of at least three samples in a given Lot is greater than 6.5%.

401.21 Acceptance Method B & D Unless otherwise stated in the 403 special provision, the Lot shall be the entire mix quantity per item per contract per year. The Department will sample once per subplot per pay item on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties in Table 14. The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance. Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split.

TABLE 14: ACCEPTANCE PROPERTIES – METHOD B & D

Properties	Point of Sampling		Test Method
	Method B	Method D	
Gradation	Paver Hopper	Paver Hopper or Truck	AASHTO T 30
PGAB Content	Paver Hopper	Paver Hopper or Truck	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	Mat behind all Rollers	AASHTO T 269
Voids at N_{design}	Paver Hopper	N/A	AASHTO T 312
VMA at N_{design}	Paver Hopper	N/A	AASHTO T 312
Fines to Effective Binder	Paver Hopper	N/A	AASHTO T 312
VFB	Paver Hopper	N/A	AASHTO T 312

TABLE 15: LOT AND SUBLOT SIZES – METHOD B & D

Lot Size*	Entire mix quantity per item per contract per year
Maximum Sublot Size – Mix	250 ton (Max 4 Sublots)
Sublot Size – Density	125 ton (Max 5 Sublots)

*General – Lot and Sublot size may be adjusted to accommodate the work scope and schedule, or as otherwise agreed upon at the Prepave Meeting

If there is less than one-half of a sublot remaining at the end of production for the year, then it shall be combined with the previous sublot. If there is more than one-half sublot remaining at the end of production for the year, then it shall constitute the last sublot.

TABLE 16: ACCEPTANCE LIMITS – METHOD B & D

Property	USL and LSL	
	Method B	Method D
Percent Passing 4.75 mm and larger	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm sieve	Target +/- 5%	Target +/- 7%
Percent Passing 1.18 mm sieve	Target +/- 5%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 4%	Target +/- 4%
Percent Passing 0.30 mm sieve	Target +/- 3%	Target +/- 3%
Percent Passing 0.075 mm sieve	Target +/- 3%	Target +/- 3%
PGAB Content	Target +/- 0.5%	Target +/- 0.5%
Voids at N_{design}	4.0% +/- 2.0%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
VMA at N_{design}	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	LSL of 92.0%

The Contractor shall cease paving operations whenever two consecutive Method B or D tests fall outside specification limits on the same property. The Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.211 Pay Adjustment - Method B & D For items accepted under Method B or D, if the mix is within the tolerances listed in Table 16, the Department will pay the contract unit price. Otherwise, pay adjustments as shown in Table 17 shall be applied to the quantity of mix represented by the test. The Contractor shall cut one 6 in core per sublot unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement. If the density result is not within the specified limits the disincentive shall apply. If the sublot density is less than 88.5 percent or greater than 99.0 percent of the sublot TMD, two additional cores shall be cut at random locations determined by the Department. If either of the additional cores has a density less than 88.5 percent or greater than 99.0 percent of the sublot TMD, the sublot shall be removed and replaced at no cost to the Department; otherwise, the average of the three cores will be used to determine the sublot pay adjustment.

TABLE 17: PAY ADJUSTMENTS – METHOD B & D

Property	Method B		Method D	
Percent Passing 2.36 mm sieve	N/A		-2.0%	
Percent Passing 0.30 mm sieve	N/A		-1.0%	
Percent Passing 0.075 mm sieve	-2.0%		-2.0%	
PGAB Content	-5.0%		-5.0%	
Voids at N_{design}	-3.0%		N/A	
% TMD (In-place Density)	91.5% - 91.9% or 97.1% - 97.5%	-5.0%	91.5% - 91.9%	-5.0%
	90.5% - 91.4% or 97.6% - 98.5%	-10.0%	90.5% - 91.4%	-10.0%
	89.5% - 90.4% or 98.6% - 99.0%	-20.0%	89.5% - 90.4%	-20.0%
	88.5% - 89.4%	-30.0%	88.5% - 89.4%	-30.0%
	<88.5% or >99.0%	Reject	<88.5% or >99.0%	Reject

401.30 Method of Measurement The Department will measure Hot Mix Asphalt Pavement by the ton in accordance with Section 108.1 - Measurement of Quantities for Payment.

401.40 Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of HMA specified.

The Department will pay for the work specified in Section 401.12, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental. Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment. The Department will make a pay adjustment for quality as specified in Section **401.20 Acceptance Method A & B** or **401.21 Acceptance Method C & D**.

401.50 Process for Dispute Resolution At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the Acceptance sample in accordance with applicable AASHTO procedure and accepted supplemental practice as described in the Department's HMA Sampling and Testing Policies and Procedures manual. The Contractor shall report their results to the Resident, with a copy to Contractor.mainedot@maine.gov by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of at least two weeks after it has been reported, or until the sample is tested. The properties eligible for dispute and the respective variances are shown in Table 18.

The Contractor may dispute the Department's Acceptance results and request that the dispute resolution split sample be tested by notifying the Department's Resident and QA Engineer in writing within two working days after the results of the Acceptance test are reported. The following shall be provided in the request:

- Acceptance sample reference number
- The specific test result(s) or property(ies) being disputed, and
- The complete, signed report of the Contractor's testing (In a lab certified by the NETTCP and MaineDOT) of their split of the Acceptance sample indicating that the variances in Table 18 for the specific test result(s) or property(ies) were met or exceeded.

TABLE 18: DISPUTE RESOLUTION VARIANCE LIMITS

Property	Method A & B	Method C & D*	Variance Limits
PGAB Content	Yes	Yes	+/- 0.4%
G _{mb}	Yes	No	+/- 0.030
G _{mm}	Yes	Only if referenced to a Core	+/- 0.020
Voids at N _{design}	Only if G _{mb} or G _{mm} is not disputable	No	+/- 0.8%
VMA at N _{design}	Only if G _{mb} or G _{mm} is not disputable	No	+/- 0.8%
Percent Passing 4.75 mm and larger sieves	No	Yes^	+/- 4.0%
Percent Passing 2.36 mm to 0.60 mm sieves	No	Yes^	+/- 3.0%
Percent Passing 0.30 mm to 0.15 mm sieves	No	Yes^	+/- 2.0 %
0.075 mm sieve	Only for 9.5 mm NMAS mixes	Yes	+/- 0.8%

*Disputes will not be allowed on Item 403.209

^Disputes will only be allowed on Sieve Sizes used for pay adjustment calculations

The value of any disputed result or property reported for the initial Acceptance sample shall stand if the value reported for the dispute resolution sample is not closer to the value the Contractor reported for their split sample than to the value reported for the initial Acceptance sample. If the value reported for the dispute resolution falls precisely half-way between the other two values the value reported for the dispute resolution will replace the original acceptance value. Otherwise, the value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample and will be used to re-calculate any other affected results or properties.

SECTION 402 - PAVEMENT SMOOTHNESS

402.00 Smoothness Projects Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Hot Mix Asphalt Pavement.

402.01 Pavement Smoothness The final pavement surface shall be evaluated for smoothness using a Class I or Class II profiler as defined by ASTM E950 (94). Smoothness measurements will be expressed in terms of the International Roughness Index (IRI) as defined by the World Bank, in units of inches/mile.

402.02 Lot Size Lot size for smoothness will be 3000 lane-feet. A subplot will consist of 50 lane-feet. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If equal to or greater than one-half the normal lot size, it will be tested as a separate lot.

402.03 Acceptance Testing The Department will conduct Acceptance testing following completion of the surface course. Sections to be excluded from testing include the following:

- Bridge decks and joints (no smoothness measurements will be taken within 100 ft of bridge joints)
- Acceleration and deceleration lanes
- Shoulders and ramps
- Side streets and roads
- Within 100 ft of transverse joints at the beginning and end of the project
- Within 100 ft of railroad crossings
- Urban areas with speed limits of 30 mph or lower

Each lot shall have 2 measurements made in each wheel path. The average of the 4 measurements will determine the smoothness for that lot. The smoothness measurements will be statistically evaluated for pay factors as described in Subsection 106.7 - Quality Level Analysis, using the specification limits shown below.

TABLE 1: ACCEPTANCE LIMITS

Level	USL
I	55 in/mile
II	65 in/mile
III	75 in/mile

Computation of Smoothness Pay Adjustment:

$PA = (PF - 1.0)(Q)(P)$ where:

Q = Quantity of surface course in the Lot (excluding shoulders, side streets, bridge decks, ramps, acceleration and deceleration lanes)

PF = smoothness pay factor for the Lot

P = Contract unit price for surface pavement

PA = pay adjustment

402.04 Unacceptable Work In the event that any Lot is found to have a pay factor less than 0.80, the Contractor shall take whatever remedial action is required to correct the pavement surface in that Lot at no additional expense to the Department. Such remedial action may include but is not limited to removal and replacement of the unacceptable pavement. In the event remedial action is necessary, the Contractor shall submit a written plan to the Resident outlining the scope of the remedial work. The Resident must approve this plan before the remedial work can begin. Following remedial work, the Lot shall be retested, and will be subject to the specification limits listed above. The resulting pay factor, if within the acceptable range, will be used in the final pay adjustment. The Contractor shall pay the cost of retesting the pavement following corrective action.

Localized surface tolerance defects will be subject to the provisions outlined in Section 401.11 Surface Tolerances.

Payment will be made under:

Pay Item

402.10 Incentive/Disincentive - Pavement Smoothness

Pay Unit

Lump Sum

SECTION 403 - HOT MIX ASPHALT PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of Hot Mix Asphalt pavement on an approved base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established. The HMA pavement shall be composed of a mixture of aggregate, filler if required, and asphalt material.

403.02 General The materials and their use shall conform to the requirements of Section 401 - Hot Mix Asphalt Pavement.

403.03 Construction The construction requirements shall be as specified in Section 401 - Hot Mix Asphalt Pavement.

403.04 Method of Measurement Hot mix asphalt pavement will be measured as specified in Section 401.21- Method of Measurement.

403.05 Basis of Payment The accepted quantities of hot mix asphalt pavement will be paid for at the contract unit price per ton for the mixtures, including hot mix asphalt material complete in place. Method A, Method B, Method C and Method D shall be used for acceptance as specified in Section 401 - Hot Mix Asphalt Pavements. (See Complementary Notes, Section 403 - Hot Mix Asphalt Pavement, for Method location).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
403.102 Hot Mix Asphalt Pavement for Special Areas	Ton
403.206 Hot Mix Asphalt, 25 mm Nominal Maximum Size	Ton
403.207 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	Ton
403.2071 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Polymer Modified)	Ton
403.2072 Asphalt Rich Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Asphalt Rich Base and Intermediate course)	Ton
403.208 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	Ton
403.2081 Hot Mix Asphalt - 12.5 mm Nominal Maximum Size (Polymer Modified)	Ton
403.209 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Sidewalks, Drives, Islands & Incidentals)	Ton
403.210 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size	Ton
403.2101 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Polymer Modified)	Ton
403.2104 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Thin Lift Surface Treatment)	Ton
403.211 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Shimming)	Ton
403.2111 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Shimming, Polymer Modified))	Ton
403.212 Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	Ton
403.213 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	Ton
403.2131 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course, Polymer Modified)	Ton
403.2132 Asphalt Rich Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	Ton
403.214 Hot Mix Asphalt, 4.75 Nominal Maximum Size (5/8" Surface Treatment)	Ton

SPECIAL PROVISION
SECTION 401 - HOT MIX ASPHALT PAVEMENT
(HMA with Fine Micro-Deval Requirement)

The following subsections of the most current version of Specification 401 – Hot Mix Asphalt Pavements have been revised and amended by the following:

401.01 Description The Contractor shall compose Hot Mix Asphalt (HMA) Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. If denoted in Special Provision 403 - Hot Mix Asphalt Pavement, the mixtures shall meet the additional aggregate requirements of this special provision.

401.02 Materials Materials shall meet the requirements specified in Section 700 – Materials, unless otherwise revised in this special provision:

Aggregates for HMA Pavement	703.07
HMA Mixture Composition	703.09

The HMA blend, minus any RAP used, shall have a Fine Micro-Deval value of 15.0 or less as determined by weighted average of individual fine aggregate source values determined through ASTM D7428.

SPECIAL PROVISION

SECTION 403

HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>Variable Depth Mill & 1 ½" HMA Overlay w/ Variable Depth Shim</u>					
<u>1 ½" HMA Overlay w/ Variable Depth Shim</u>					
<u>Travel Lane, Turn Lane, Bike Lane, Shoulders/On-Street Parking, and Side Roads</u>					
<u>(As Indicated)</u>					
Wearing	9.5 mm	403.2101	1 ½"	1	2,4,7,22,24,40,42
Shim	9.5 mm	403.2111	variable	1/more	2,4,7,20,30,42
<u>Granite Curb, Catch Basins & Manholes - Reset, Adjust, Rebuild or Alter</u>					
<u>Base Paving (As Indicated or Directed)</u>					
Base	12.5 mm	403.213	4" or Match	2/more	4,8,30,31,32,53
<u>Road Base Repair Areas (As Directed)</u>					
Base	12.5 mm	403.102	4" or Match	2/more	4,26,27
<u>Guardrail Adjustments (As Directed)</u>					
Shim	9.5 mm	403.2111	4" or Match	2/more	2,4,7,20,30,32,54
<u>Spot Shim (As Directed)</u>					
Shim	9.5 mm	403.2111	variable	1/more	2,4,7,20,30
<u>Drives, Sidewalks, ADA, Misc. (As Directed)</u>					
Wearing	9.5 mm	403.209	2-3"	1/more	3,20,30,32

COMPLEMENTARY NOTES

2. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets **or exceeds PG 64E-28** grading requirements in AASHTO M 332. All polymer modified asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be treated either at the asphalt source terminal with the required dose rate on the delivery documentation, or at the hot mix asphalt plant utilizing a system integrated with the plants controls that will introduce a minimum 0.50 percent anti-strip by weight of asphalt binder used unless a rate is otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet **or exceed** the **PG 64E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
3. The aggregate qualities shall meet the design traffic level of <3 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
4. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
7. Section 106.6 Acceptance, (1) **Method A** as specified Section 401.20 - Quality Assurance Methods A and C.
8. Section 106.6 Acceptance, (2) **Method B** as specified Section 401.21 - Quality Assurance Methods B and D.
20. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.

22. A notch wedge apparatus shall be required as per section 401.16 will be required on all joints between travel lanes. Longitudinal Joint Density incentive/disincentives will not apply, however the Department may require cores for informational purposes.
24. See Special Provision 401 - HMA with Fine Micro-Deval Requirement for project specifics.
26. See Special Provision 204.50 - Road Base Repair Areas for project specifics. Should the **in-place** HMA Quantity increase beyond 25T, the HMA used will be tested in accordance with Section 106.6 Acceptance, (2) **Method D** as specified Section 401.21 - Quality Assurance Methods C & D.
27. A mixture meeting the gradation of **12.5 mm** hot mix asphalt is required.
30. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
31. A dedicated Quality Control Technician (QCT) is **not** required during placement of HMA under this item. However, a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by a **NETTCP Certified Paving Inspector acting as the Contractor's representative** and presented to the Department's representative by the **end of the working day**. If requested by the Contractor, the Department may allow the use of the **MaineDOT Competent Person Policy** in lieu of a NETTCP Certified Paving Inspector.
32. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **3-5 ton** vibratory roller. Areas less than 2 feet wide shall be compacted with a minimum of a **150 pound** plate compactor. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
40. On Park Street, the entire roadway from curb to curb, including parking areas and bike lanes, shall be considered the mainline travelway for density testing purposes, in accordance with the specified testing method.
42. The Contractor shall plan its construction sequencing so that no longitudinal joints fall within the mainline travelway lanes (excluding center turn lanes)
53. At the discretion of the Contractor, the use of concrete fill will be allowed in lieu of pavement and gravel to back fill around granite curbing (Type 1 & 5). When utilized, at least 3" of HMA shall be placed on top of the concrete fill for cover on the mainline edge of curb (face of curb). At minimum, the Concrete shall be a 3000 psi Class S or Class Fill Concrete. **Flowable fill shall not be permitted**. Unless otherwise specified, there will not be additional compensation for the Concrete Fill but shall be considered incidental to the 609 items.
54. The Department may allow the use of a non-polymer HMA mix design meeting the gradation of 9.5 mm hot mix asphalt. Should this option be utilized by the Contractor, the mixture will be tested under **403.211 (Method B)** and payment will be made under item 403.2111.

Tack Coat

A tack coat of emulsified asphalt, RS-1, RS-1h, CRS-1 or CRS-1h, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.030 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.030 gal/yd². Tack used will be **paid for at the contract unit price** for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 419
EQUIPMENT RENTAL
(Saw Cutting- by the Linear Foot)

419.01 Description

This work shall consist of saw cutting existing bituminous pavement, Portland cement concrete pavement, sidewalks, or other surfaces at the locations shown on the Plans or as directed by the Resident. Saw cutting shall be performed to provide clean, straight edges for pavement removal or other construction operations.

419.02 General

- Perform saw cutting prior to removing the existing pavement or concrete unless otherwise approved by the Resident.
- Make saw cuts neat, straight, and continuous. Do not damage pavement, curbing, sidewalks, drainage structures, utilities, or other adjacent features that are to remain in place. Repair or replace damaged items at no additional cost to the Department.
- The recutting of pavement because of damage by the contractor will be done at no additional cost to the Department.
- Remove and properly dispose of all slurry, debris, and waste generated by the saw cutting operation. Prevent slurry and debris from entering drainage systems, waterways, or environmentally sensitive areas.

419.03 Method of Measurement

Sawing will be measured by the linear foot of pavement cut and accepted. No additional payment will be made for variations in the pavement thickness.

419.04 Basis of Payment

Sawing will be paid for at the Contract unit price per linear foot which shall be full compensation for all materials, tools, equipment, labor, and all incidentals necessary for the completion of the work to the satisfaction of the Resident. The disposal of sawcut residue shall be incidental to the pay item.

Payment will be made under:

Pay Item

419.30 Saw Cutting Bituminous Pavement

Pay Unit

Linear Foot

SPECIAL PROVISION
SECTION 424
ASPHALT RUBBER CRACK SEALER – Type 2

Description This work shall consist of furnishing all labor, equipment and materials necessary to clean, fill and seal longitudinal and transverse cracks in bituminous concrete pavement in accordance with this specification, an approved Quality Control Plan (QCP), and manufacturers recommendations as applicable. Work shall consist of crack cleaning and drying, material supply and heating, preparation and application material, material finishing or shaping, and providing and installing barrier material or curing materials as required.

Materials Asphalt Rubber Crack Sealer shall be an asphalt and rubber compound designed for a temperature range of 64-28 °C, and which improves the strength and performance of the base asphalt cement. Hot pour rubber crack sealant material shall conform to ASTM D-6690, Type 2.

Cone Penetration	90 max
Flow @ 60°C [140°F]	< 1/4 inch
Bond, non-immersed	Three ½ inch specimens pass 3 cycles @ 50% extension @ -20
Resilience, %	N/A
Asphalt Compatibility, ASTM D5329	pass*

* There shall be no failure in adhesion, formation of any oily exudate at the interface between the sealant and asphaltic concrete or other deleterious effects on the asphaltic concrete or sealant when tested at 140°F.

The Contractor shall provide the Resident or authorized representative with a copy of the material manufacturer's recommendations pertaining to heating, application, and reheating prior to the beginning of operations or any change in materials.

QUALITY CONTROL REQUIREMENTS

Quality Control The Contractor shall develop and submit a Quality Control Plan (QCP) that addresses the materials to be used, equipment to be used, methods of material usage (quantity measurements and tracking) as well as installation methods and protection of the work as it is completed. The Contractor shall control the work and operate in accordance with the approved QCP in order to install product and complete work meeting the contract requirements. The Contractor shall not begin sealing operations until the Department approves the QCP in writing.

Quality Control The QCP shall meet the requirements of Section 106.6 – Acceptance and this Section. The QCP shall address any items that affect the quality of the operation, and shall include the following personnel meeting these minimum requirements:

- a. QCP Administrator – The QCP Administrator must be a full-time employee of or a consultant engaged by the prime contractor or crack sealing subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP. The QCP Administrator (or their designee in the QCP Administrator's absence) may not be required to be onsite during all work activities but shall be available to communicate with the Department as needed.
- b. Onsite Representative - The Onsite Representative (OR) shall be onsite and work directly with the crew as needed. The OR shall perform quality control inspections or measurements at the job site to assure that materials or installations meet the requirements of the contract.

The QCP shall detail the coordination of the activities of the Plan Administrator, and the OR. The Superintendent shall be named in the QCP if different than the OR, and the responsibilities for successful implementation of the QCP within the companies' activities shall be outlined.

The QCP shall address any items that may impact the quality of the sealant installation including, but not limited to, the following:

a. General Requirements:

- Name of QCP Administrator
- Description of corrective action processes
- Remediation of defective work

b. Quality Control Plan requirements

- Name of Onsite Representative(s)
- Material type to be used (including product data sheet)
- Heating and installation temperatures
- Procedures to clean, dry and properly prepare all cracks for installation of crack sealants / fillers.
- General sealing operation activities including equipment to be used to install sealants
- Procedures to ensure that cracks are "flush filled" and any overband width does not exceed the contract requirements.
- Procedures to protect any installed sealant from damage from traffic or construction activities.

A summary of the day's results including a quantity report, equipment used, and environmental conditions will be recorded and signed by the OR and presented to the Department's representative by 1 PM the following working day.

Failure to adhere to the QCP, replace or repair defective or non-conforming equipment, or adjust material or installation procedures in an effort to produce work that meets the contract

requirements will result in a notification of a quality control violation resulting in monetary penalties.

A letter describing the violation shall be provided to the Contractor which will result in a mandatory work suspension and a reduction in payment as shown in Table 106.4A below. The Contractor shall submit a letter to the Department that details the corrective action made to address the violation(s) in its Quality Control Plan. Work may resume when the Department is satisfied the corrective action will result in adherence to the Quality Control Plan.

Table 106.4 A - Quality Control Pay Reduction

Quality Control Plan Value*		Pay Reduction		
From More Than	To and Including	1st	2nd	3rd & Subsequent
\$0	\$500,000	\$1,000	\$2,000	\$4,000
\$500,000	\$1,000,000	\$2,000	\$4,000	\$8,000
\$1,000,000	\$3,000,000	\$5,000	\$10,000	\$20,000
\$3,000,000	and more	\$10,000	\$20,000	\$40,000

* The Quality Control Plan Value is the total Bid value of all items covered by a Quality Control Plan, as detailed in the applicable specification or Special Provision.

Pay reductions for failure to comply with the approved QCP are cumulative, and the Department will deduct any pay reductions from amounts otherwise due the Contractor. These pay reductions are intended to encourage the Contractor to comply with its approved QCP, and are not necessarily related to the quality of the work provided.

EQUIPMENT

Equipment Equipment used in the performance of the work shall be listed in the approved QCP, and subject to Department or authorized Department representative's approval. Equipment shall be maintained in a satisfactory working condition at all times. As a minimum, the equipment required will consist of the following:

(1) Air Compressor and air wand: A portable air compressor and air wand shall be supplied to clean the cracks to be sealed prior to using a hot air lance. The air compressor shall be coupled with hose and air wand and be capable of furnishing not less than 150 CFM of air and not less than 100 psi pressure through a 5/8"- inch diameter nozzle. A ½ -inch or ¾-inch nozzle may be used with approval of the Inspector as long as the pressure requirements are being met. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(2) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.

(3) Hot Air Lance: The hot air lance shall be independent of the air wand unit. The hot air lance shall be operated with propane and compressed air in combination and provide 1000 ft/sec of heated air at 2000°F - 3000°F. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(4) Hand Tools: Hand tools shall consist of shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to prepare cracks to be sealed. Other tools such as, but not limited to, V-shaped squeegee or flat squeegee may be necessary to prevent excessive overband width and thickness.

(5) Melting Kettle: The unit used to melt the joint sealing compound shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 608°F. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200°F and 550°F. The Contractor shall either provide a jacketed thermometer that accurately displays the sealant temperature within the kettle or provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle. Temperatures must be able to be checked at any time during the heating of material, application of material, or at the end of the application operation.

The Contractor shall inspect all equipment utilized in the crack seal operations, including the crack cleaning, crack heating, and crack drying operations as well as the crack sealant heating, mixing, crack filling and crack finishing equipment to assure the final product meets the requirements of the contract. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one OR is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials.

GENERAL CONSTRUCTION REQUIREMENTS

Weather Asphalt Rubber Crack Sealer shall not be applied on a wet surface, or when the atmospheric temperature is below 50°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

Preparations of Cracks All cracks shall be blown free of loose material, dirt, vegetation, and other debris by high pressure air prior to the used of the hot air lance. Material removed from the crack shall be removed from the pavement surface by means of compressed air, power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additionally blown out. All cracks must be blown clean with the high-pressure air wand in advance of the hot air lance. All cracks shall be heated via the hot air lance no more than 5 minutes prior to the crack being sealed. Distance between the hot air lance and the crack sealing unit should be no more than 50 ft to eliminate re-invasion of water, debris, and other incompressible materials. All debris, vegetation,

and water shall be removed to enhance adhesion of the crack sealing material. THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

Preparation and Placement of Sealer The rubber crack sealer material shall be heated and applied at the temperature specified by the manufacturer and approved by the Resident or authorized representative. Any material that has been heated above the manufacturer's specification shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approval of the Resident or authorized representative. A copy of the manufacture's specification shall be provided to the Project when requested.

The Contractor shall provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle and at the application site.

Any loose material on the surface or in the crack, which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present. The ambient air temperature must be 50 or higher.

Any over application or spills are to be removed to the satisfaction of the Resident or authorized representative. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared and resealed. Defective or leaking valves and wands will be repaired or replaced before work continues. If repairs or replacement of defective equipment cannot be accomplished immediately then the Department may permit work to continue but deduct any excess quantities placed as it determines.

Cracks ½ inch up to 1 ½ inch in may be sealed with Type II crack seal. Generally, repairs wider than 1 ½ inches or those that extend below the surface layer may require a change to different sealant material type or treatment method in order repair cracks.

For projects where sealants will be covered and a hot mix asphalt overlay is being installed over the sealant all cracks will be **“flush filled”**, meaning cracks are filled to a point that the sealant is flush with the existing pavement surface. If the work scope requires a flush fill a nozzle sized to fill the cracks shall be used. Minimal to no overbanding will be permitted. The applicator shoe width shall be a maximum of 2 inches and produce a sealer width range from 1 inch – 1.5 inch. Overall width of the sealant may vary from the range specified depending on the width and severity of the cracks with approval from the Department.

For projects where the sealants are left un-covered with a hot mix overlay and traffic will be permitted to travel over the sealants for the anticipated sealant life, some overband may be permitted. If the work scope required crack filling and sealing with overband, then a shoe sized to meet the overband width shall be used. The applicator shoe width shall be a maximum of 2 inches and produce a sealer overband range from 1 inch – 1.5 inch. Overbanding width may vary from the range specified depending on the width and severity of the cracks with approval from the Department.

Sealer shall be delivered to the crack while the cracks are still hot from the hot air lance preparation through a pressure hose line and applicator nozzle or shoe.

The applicator shall be followed by a V-shaped squeegee to minimize the thickness of any overband. The sealer shall be applied at a rate that produces a coating thickness of 1/8 - inch, typical.

If the sealed area is to be opened to traffic immediately, a barrier material (de-tackifier) such as Glenzoi, Black Beauty grit, or an equivalent product approved by the Resident shall be provided by the Contractor and shall be applied to the crack sealer to prevent pickup as directed by the Resident or authorized representative.

If sealed areas are to be paved over with a hot mix asphalt treatment a 48 hour minimum cure time and use of barrier material (de-tackifier) will be required. Cure times may be extended if excessive pick-up of the crack sealants occurs.

Quality of Work Any excess of sealer, spilled or overapplied, shall be removed from the pavement by approved methods and discarded. Any quality of work determined to be below normal acceptable standards will not be accepted and will be corrected and/or replaced as directed by the Resident or authorized representative.

Method of Measurement Asphalt Rubber Crack Sealer will be measured by the pound of sealant used. The manufacturer's weights of the sealant for each block (pill), counted as they are loaded, will be accepted as a basis for measurement.

Should tank checks be approved to verify material usage or calculate initial or final gallons remaining in the tanker, a calibrated tank gauge or tank stick shall be used to measure the tank gallons. Volume corrections shall be calculated using Table:1 to correct the gallon volume to 60 ° F.

For those approved cases the Department has determined the weight of this material to be 9.7 pounds per gallon. The Department will use this conversion value for all materials measured by the gallon and converted to pounds. The corrected volume and resultant pounds shall be made part of the method of measurement, with consideration given to blocks (pills) added during the day and applied in an acceptable manner

Basis of Payment The accepted quantity of Asphalt Rubber Crack Sealer will be paid for at the contract unit price per pound complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks and furnishing and placing barrier materials if necessary.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.22 Asphalt Rubber Crack Sealer Type 2, Applied	Pound

Conversion Table:1

t	M	t	M	t	M	t	M	t	M	t	M
100	0.9861	135	0.9740	170	0.9621	205	0.9503	240	0.9385	275	0.9269
101	0.9857	136	0.9737	171	0.9618	206	0.9499	241	0.9382	276	0.9266
102	0.9854	137	0.9734	172	0.9614	207	0.9496	242	0.9379	277	0.9263
103	0.9851	138	0.9730	173	0.9611	208	0.9493	243	0.9375	278	0.9259
104	0.9847	139	0.9727	174	0.9607	209	0.9489	244	0.9372	279	0.9256
105	0.9844	140	0.9723	175	0.9604	210	0.9486	245	0.9369	280	0.9253
106	0.9840	141	0.9720	176	0.9601	211	0.9483	246	0.9365	281	0.9250
107	0.9837	142	0.9716	177	0.9597	212	0.9479	247	0.9362	282	0.9246
108	0.9833	143	0.9713	178	0.9594	213	0.9476	248	0.9359	283	0.9243
109	0.9830	144	0.9710	179	0.9590	214	0.9472	249	0.9356	284	0.9240
110	0.9826	145	0.9706	180	0.9587	215	0.9469	250	0.9352	285	0.9236
111	0.9823	146	0.9703	181	0.9584	216	0.9466	251	0.9349	286	0.9233
112	0.9819	147	0.9699	182	0.9580	217	0.9462	252	0.9346	287	0.9230
113	0.9816	148	0.9696	183	0.9577	218	0.9459	253	0.9342	288	0.9227
114	0.9813	149	0.9693	184	0.9574	219	0.9456	254	0.9339	289	0.9223
115	0.9809	150	0.9689	185	0.9570	220	0.9452	255	0.9336	290	0.9220
116	0.9806	151	0.9686	186	0.9567	221	0.9449	256	0.9332	291	0.9217
117	0.9802	152	0.9682	187	0.9563	222	0.9446	257	0.9329	292	0.9213
118	0.9799	153	0.9679	188	0.9560	223	0.9442	258	0.9326	293	0.9210
119	0.9795	154	0.9675	189	0.9557	224	0.9439	259	0.9322	294	0.9207
120	0.9792	155	0.9672	190	0.9553	225	0.9436	260	0.9319	295	0.9204
121	0.9788	156	0.9669	191	0.9550	226	0.9432	261	0.9316	296	0.9200
122	0.9785	157	0.9665	192	0.9547	227	0.9429	262	0.9312	297	0.9197
123	0.9782	158	0.9662	193	0.9543	228	0.9426	263	0.9309	298	0.9194
124	0.9778	159	0.9658	194	0.9540	229	0.9422	264	0.9306	299	0.9190
125	0.9775	160	0.9655	195	0.9536	230	0.9419	265	0.9302	300	0.9187
126	0.9771	161	0.9652	196	0.9533	231	0.9416	266	0.9299	301	0.9184
127	0.9768	162	0.9648	197	0.9530	232	0.9412	267	0.9296	302	0.9181
128	0.9764	163	0.9645	198	0.9526	233	0.9409	268	0.9293	303	0.9177
129	0.9761	164	0.9641	199	0.9523	234	0.9405	269	0.9289	304	0.9174
130	0.9758	165	0.9638	200	0.9520	235	0.9402	270	0.9286	305	0.9171
131	0.9754	166	0.9635	201	0.9516	236	0.9399	271	0.9283	306	0.9167
132	0.9751	167	0.9631	202	0.9513	237	0.9395	272	0.9279	307	0.9164
133	0.9747	168	0.9628	203	0.9509	238	0.9392	273	0.9276	308	0.9161
134	0.9744	169	0.9624	204	0.9505	239	0.9389	274	0.9273	309	0.9158

Legend: t = observed temperature in degrees Fahrenheit.
M = multiplier for reducing volumes to the basis of 60° F.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M
310	0.9154	350	0.9024	390	0.8896	430	0.8768	470	0.8643
311	0.9151	351	0.9021	391	0.8892	431	0.8765	471	0.8640
312	0.9148	352	0.9018	392	0.8889	432	0.8762	472	0.8636
313	0.9145	353	0.9015	393	0.8886	433	0.8759	473	0.8633
314	0.9141	354	0.9011	394	0.8883	434	0.8756	474	0.8630
315	0.9138	355	0.9008	395	0.8880	435	0.8753	475	0.8627
316	0.9135	356	0.9005	396	0.8876	436	0.8749	476	0.8624
317	0.9132	357	0.9002	397	0.8873	437	0.8746	477	0.8621
318	0.9128	358	0.8998	398	0.8870	438	0.8743	478	0.8618
319	0.9125	359	0.8995	399	0.8867	439	0.8740	479	0.8615
320	0.9122	360	0.8992	400	0.8864	440	0.8737	480	0.8611
321	0.9118	361	0.8989	401	0.8861	441	0.8734	481	0.8608
322	0.9115	362	0.8986	402	0.8857	442	0.8731	482	0.8605
323	0.9112	363	0.8982	403	0.8854	443	0.8727	483	0.8602
324	0.9109	364	0.8979	404	0.8851	444	0.8724	484	0.8599
325	0.9105	365	0.8976	405	0.8848	445	0.8721	485	0.8596
326	0.9102	366	0.8973	406	0.8845	446	0.8718	486	0.8593
327	0.9099	367	0.8969	407	0.8841	447	0.8715	487	0.8590
328	0.9096	368	0.8966	408	0.8838	448	0.8712	488	0.8587
329	0.9092	369	0.8963	409	0.8835	449	0.8709	489	0.8583
330	0.9089	370	0.8960	410	0.8832	450	0.8705	490	0.8580
331	0.9086	371	0.8957	411	0.8829	451	0.8702	491	0.8577
332	0.9083	372	0.8953	412	0.8826	452	0.8699	492	0.8574
333	0.9079	373	0.8950	413	0.8822	453	0.8696	493	0.8571
334	0.9076	374	0.8947	414	0.8819	454	0.8693	494	0.8568
335	0.9073	375	0.8944	415	0.8816	455	0.8690	495	0.8565
336	0.9070	376	0.8941	416	0.8813	456	0.8687	496	0.8562
337	0.9066	377	0.8937	417	0.8810	457	0.8683	497	0.8559
338	0.9063	378	0.8934	418	0.8806	458	0.8680	498	0.8556
339	0.9060	379	0.8931	419	0.8803	459	0.8677	499	0.8552
340	0.9057	380	0.8928	420	0.8800	460	0.8674		
341	0.9053	381	0.8924	421	0.8797	461	0.8671		
342	0.9050	382	0.8921	422	0.8794	462	0.8668		
343	0.9047	383	0.8918	423	0.8791	463	0.8665		
344	0.9044	384	0.8915	424	0.8989	464	0.8661		
345	0.9040	385	0.8912	425	0.8984	465	0.8658		
346	0.9037	386	0.8908	426	0.8781	466	0.8655		
347	0.9034	387	0.8905	427	0.8778	467	0.8652		
348	0.9031	388	0.8902	428	0.8775	468	0.8649		
349	0.9028	389	0.8899	429	0.8772	469	0.8646		

Legend: t = observed temperature in degrees Fahrenheit.
M = multiplier for reducing volumes to the basis of 60° F.

SPECIAL PROVISION
SECTION 424
Mastic-Based Crack Sealing

Description This work shall consist of furnishing all labor, equipment and materials necessary to clean, fill and seal longitudinal and transverse cracks in bituminous concrete pavement courses. Materials are to be thoroughly applied to seal the cracks. This work shall consist of the furnishing and placement of mastic-based crack sealing material in the cracks of existing bituminous concrete pavement in accordance with these Special Provisions. This work shall consist of crack cleaning and drying, material supply and heating, preparation and application material, material finishing or shaping, and providing and installing barrier material or curing materials as required.

The Department will allow mastic-based sealing materials as an option for Ultra-Thin Bonded Wearing Course (UTBWC) and other treatments that specify Type 2 or Type 4 sealants in the contract. If the option to utilize Mastic based sealing materials is requested the change shall be subject to approval by the Department prior to the start of work, and sealant and equipment requirements shall meet the following criteria.

MATERIALS

The mastic-based materials are hot-applied, pourable, self-adhesive mastics designed for maintenance and repair of asphalt and Portland cement concrete pavements. Hot pour mastic materials are composed of highly modified polymer asphalt binder and up to 2% synthetic fiber (by weight) as required by the application and approved by the Department.

Mastic based sealing materials shall be delivered in the manufacturer’s original container. Mastic material based sealing materials shall be pre-packaged with the manufacturers name and product name marked on each container. The materials shall conform to the following requirements:

<u>Parameter</u>	
Color	Black
Pourability @ 400F (PTM1)*	1000-1400 gm
Stability @ 158F (PTM2)	.6in. max
Flexibility @ Low Temperature (PTM3)	Pass @ -20F
Adhesion @77F (PTM4)	15psi min.
Specific Gravity (ASTM D792)	1.35max.
Skid Resistance, BPN (ASTM E303)	40 min.
Minimum Application Temperature	375°F
Maximum Application Temperature	410°F

QUALITY CONTROL REQUIREMENTS

Quality Control The Contractor shall develop and submit a Quality Control Plan (QCP) that addresses the materials to be used, equipment to be used, methods of material usage (quantity measurements and tracking) as well as installation methods and protection of the work as it is completed. The Contractor shall control the work and operate in accordance with the approved QCP in order to install product and complete work meeting the contract requirements. The Contractor shall not begin sealing operations until the Department approves the QCP in writing.

Quality Control The QCP shall meet the requirements of Section 106.6 – Acceptance and this Section. The QCP shall address any items that affect the quality of the operation, and shall include the following personnel meeting these minimum requirements:

- a. QCP Administrator – The QCP Administrator must be a full-time employee of or a consultant engaged by the prime contractor or crack sealing subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP. The QCP Administrator (or their designee in the QCP Administrator's absence) may not be required to be onsite during all work activities but shall be available to communicate with the Department as needed.
- b. Onsite Representative - The Onsite Representative (OR) shall be onsite and work directly with the crew as needed. The OR shall perform quality control inspections or measurements at the job site to assure that materials or installations meet the requirements of the contract.

The QCP shall detail the coordination of the activities of the Plan Administrator, and the OR. The Superintendent shall be named in the QCP if different than the OR, and the responsibilities for successful implementation of the QCP within the companies' activities shall be outlined.

The QCP shall address any items that may impact the quality of the sealant installation including, but not limited to, the following:

- a. General Requirements:
 - Name of QCP Administrator
 - Description of corrective action processes
 - Remediation of defective work
- b. Quality Control Plan requirements
 - Name of Onsite Representative(s)
 - Material type to be used (including product data sheet)
 - Heating and installation temperatures

- Procedures to clean, dry and properly prepare all cracks for installation of crack sealants / fillers.
- General sealing operation activities including equipment to be used to install sealants
- Procedures to ensure that cracks are “flush filled” and any overband width does not exceed the contract requirements.
- Procedures to protect any installed sealant from damage from traffic or construction activities.

A summary of the day’s results including a quantity report, equipment used, and environmental conditions will be recorded and signed by the OR and presented to the Department’s representative by 1 PM the following working day.

Failure to adhere to the QCP, replace or repair defective or non-conforming equipment, or adjust material or installation procedures in an effort to produce work that meets the contract requirements will result in a notification of a quality control violation resulting in monetary penalties.

A letter describing the violation shall be provided to the Contractor which will result in a mandatory work suspension and a reduction in payment as shown in Table 106.4A below. The Contractor shall submit a letter to the Department that details the corrective action made to address the violation(s) in its Quality Control Plan. Work may resume when the Department is satisfied the corrective action will result in adherence to the Quality Control Plan.

Table 106.4 A - Quality Control Pay Reduction

Quality Control Plan Value*		Pay Reduction		
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\$1,000,000	\$3,000,000	\$5,000	\$10,000	\$20,000
\$3,000,000	and more	\$10,000	\$20,000	\$40,000

* The Quality Control Plan Value is the total Bid value of all items covered by a Quality Control Plan, as detailed in the applicable specification or Special Provision.

Pay reductions for failure to comply with the approved QCP are cumulative, and the Department will deduct any pay reductions from amounts otherwise due the Contractor. These pay reductions are intended to encourage the Contractor to comply with its approved QCP, and are not necessarily related to the quality of the work provided.

EQUIPMENT

Equipment Equipment used in the performance of the work shall be subject to the Resident's or authorized representative's approval and shall be maintained in a satisfactory working condition at all times. As a minimum, the equipment required will consist of the following:

(1) Air Compressor and air wand: A portable air compressor and air wand shall be supplied to clean the cracks to be sealed prior to using a hot air lance. The air compressor shall be coupled with hose and air wand and be capable of furnishing not less than 150 CFM of air and not less than 100 psi pressure through a 5/8"- inch diameter nozzle. A ½ - inch or ¾-inch nozzle may be used with approval of the Inspector as long as the pressure requirements are being met. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(2) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.

(3) Hot Air Lance: The hot air lance shall be independent of the air wand unit. The hot air lance shall be operated with propane and compressed air in combination and provide 1000 ft/sec of heated air at 2000°F - 3000°F. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(4) Hand Tools: Hand tools shall consist of shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to prepare cracks to be sealed. Other tools such as, but not limited to, V-shaped squeegee or flat squeegee may be necessary to prevent excessive overband width and thickness.

(5) Melting Kettle: The unit used to melt the mastic-based crack sealing material shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 608°F. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200°F and 550°F. The Contractor shall either provide a jacketed thermometer that accurately displays the sealant temperature within the kettle or provide the Resident or

authorized representative with a suitable device for verifying the sealant temperature in the kettle. Temperatures must be able to be checked at any time during the heating of material, application of material, or at the end of the application operation.

GENERAL CONSTRUCTION REQUIREMENTS

Weather Mastic based crack sealing materials shall not be applied on a wet surface, or when the atmospheric temperature is below 45 °F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

Preparations of Cracks All cracks shall be blown free of loose material, dirt, vegetation, and other debris by high pressure air prior to the use of the hot air lance. Material removed from the crack shall be removed from the pavement surface by means of compressed air, power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additionally blown out. All cracks must be blown clean with the high-pressure air wand in advance of the hot air lance. All cracks shall be heated via the hot air lance no more than 5 minutes prior to the crack being sealed. Distance between the hot air lance and the crack sealing unit should be no more than 50 ft to eliminate re-invasion of water, debris, and other incompressible materials. All debris, vegetation, and water shall be removed to enhance adhesion of the crack sealing material. THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

Preparation and Placement of Sealer Mastic based crack sealing material shall be heated and applied at the temperature specified by the manufacturer and approved by the Resident or authorized representative. Any material that has been heated above the manufacturer's specification shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approval of the Resident or authorized representative. A copy of the manufacturer's specification shall be provided to the Project when requested.

The Contractor shall provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle and at the application site.

Any loose material on the surface or in the crack, which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present. The ambient air temperature must be 50 or higher.

Any over application or spills are to be removed to the satisfaction of the Resident or authorized representative. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared and resealed. Defective or leaking valves and wands will be repaired or replaced before work continues. If repairs or replacement of defective equipment cannot be accomplished immediately then the Department may permit work to continue but deduct any excess quantities placed as it determines.

Cracks $\frac{1}{2}$ inch up to $1\frac{1}{2}$ inch in may be sealed with mastic-based crack seal. Generally, repairs wider than $1\frac{1}{2}$ inches or those that extend below the surface layer may require a change to different mastic material type or treatment method in order repair cracks.

For projects where mastic-based crack sealing materials will be covered and a hot mix asphalt overlay is being installed over the sealant all cracks will be “**flush filled**”, meaning cracks are filled to a point that the sealant is flush with the existing pavement surface. If the work scope requires a flush fill a nozzle sized to fill the cracks shall be used. Minimal to no overbanding will be permitted.

For projects where the mastic-based crack sealing materials are left un-covered with a hot mix overlay and traffic will be permitted to travel over the sealants for the anticipated sealant life, some overband may be permitted.

If the work scope allows crack filling and sealing with overband, then a shoe sized to meet the overband width shall be used. Generally, the shoe width and the sealer overbanding area shall range from 1 inch – 1.5 inch. Overbanding width may vary from the range specified depending on the width and severity of the cracks.

Sealer shall be delivered to the crack while the cracks are still hot from the hot air lance preparation through a pressure hose line and applicator nozzle or shoe.

The applicator shall be followed by a V-shaped squeegee to minimize the thickness of any overband. The sealer shall be applied at a rate that produces a coating thickness of $\frac{3}{32}$ - inch, typical.

If the sealed area is to be opened to traffic immediately, a barrier material (de-tackifier) such as Glenzoil, Black Beauty grit, or an equivalent product approved by the Resident shall be provided by the Contractor and shall be applied to the crack sealer to prevent pickup as directed by the Resident or authorized representative.

If sealed areas are to be paved over with a hot mix asphalt treatment then a 48 hour minimum cure time and use of barrier material (de-tackifier) will be required. Cure times may be extended if excessive pick-up of the crack sealants occurs.

Quality of Work Any excess of sealer, spilled or overapplied, shall be removed from the pavement by approved methods and discarded. Any quality of work determined to be below normal acceptable standards will not be accepted and will be corrected and/or replaced as directed by the Resident or authorized representative.

Method of Measurement Mastic based crack sealing materials will be measured by the pound of sealant used. The manufacturer’s weights of the sealant for each block (pill), counted as they are loaded, will be accepted as a basis for measurement.

Should tank checks be approved to verify material usage or calculate initial or final gallons remaining in the tanker, a calibrated tank gauge or tank stick shall be used to

measure the tank gallons. Volume corrections shall be calculated using Table:1 to correct the gallon volume to 60 ° F.

For those approved cases the Department has determined the weight of this material to be 10.63 pounds per gallon. The Department will use this conversion value for all materials measured by the gallon and converted to pounds. The corrected volume and resultant pounds shall be made part of the method of measurement, with consideration given to blocks (pills) added during the day and applied in an acceptable manner

Basis of Payment The accepted quantity of Mastic-Based Crack Sealing will be paid for at the contract unit price per pound complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks and furnishing and placing barrier materials if necessary.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M	t	M
100	0.9861	135	0.9740	170	0.9621	205	0.9503	240	0.9385	275	0.9269
101	0.9857	136	0.9737	171	0.9618	206	0.9499	241	0.9382	276	0.9266
102	0.9854	137	0.9734	172	0.9614	207	0.9496	242	0.9379	277	0.9263
103	0.9851	138	0.9730	173	0.9611	208	0.9493	243	0.9375	278	0.9259
104	0.9847	139	0.9727	174	0.9607	209	0.9489	244	0.9372	279	0.9256
105	0.9844	140	0.9723	175	0.9604	210	0.9486	245	0.9369	280	0.9253
106	0.9840	141	0.9720	176	0.9601	211	0.9483	246	0.9365	281	0.9250
107	0.9837	142	0.9716	177	0.9597	212	0.9479	247	0.9362	282	0.9246
108	0.9833	143	0.9713	178	0.9594	213	0.9476	248	0.9359	283	0.9243
109	0.9830	144	0.9710	179	0.9590	214	0.9472	249	0.9356	284	0.9240
110	0.9826	145	0.9706	180	0.9587	215	0.9469	250	0.9352	285	0.9236
111	0.9823	146	0.9703	181	0.9584	216	0.9466	251	0.9349	286	0.9233
112	0.9819	147	0.9699	182	0.9580	217	0.9462	252	0.9346	287	0.9230
113	0.9816	148	0.9696	183	0.9577	218	0.9459	253	0.9342	288	0.9227
114	0.9813	149	0.9693	184	0.9574	219	0.9456	254	0.9339	289	0.9223
115	0.9809	150	0.9689	185	0.9570	220	0.9452	255	0.9336	290	0.9220
116	0.9806	151	0.9686	186	0.9567	221	0.9449	256	0.9332	291	0.9217
117	0.9802	152	0.9682	187	0.9563	222	0.9446	257	0.9329	292	0.9213
118	0.9799	153	0.9679	188	0.9560	223	0.9442	258	0.9326	293	0.9210
119	0.9795	154	0.9675	189	0.9557	224	0.9439	259	0.9322	294	0.9207
120	0.9792	155	0.9672	190	0.9553	225	0.9436	260	0.9319	295	0.9204
121	0.9788	156	0.9669	191	0.9550	226	0.9432	261	0.9316	296	0.9200
122	0.9785	157	0.9665	192	0.9547	227	0.9429	262	0.9312	297	0.9197
123	0.9782	158	0.9662	193	0.9543	228	0.9426	263	0.9309	298	0.9194
124	0.9778	159	0.9658	194	0.9540	229	0.9422	264	0.9306	299	0.9190
125	0.9775	160	0.9655	195	0.9536	230	0.9419	265	0.9302	300	0.9187
126	0.9771	161	0.9652	196	0.9533	231	0.9416	266	0.9299	301	0.9184
127	0.9768	162	0.9648	197	0.9530	232	0.9412	267	0.9296	302	0.9181
128	0.9764	163	0.9645	198	0.9526	233	0.9409	268	0.9293	303	0.9177
129	0.9761	164	0.9641	199	0.9523	234	0.9405	269	0.9289	304	0.9174
130	0.9758	165	0.9638	200	0.9520	235	0.9402	270	0.9286	305	0.9171
131	0.9754	166	0.9635	201	0.9516	236	0.9399	271	0.9283	306	0.9167
132	0.9751	167	0.9631	202	0.9513	237	0.9395	272	0.9279	307	0.9164
133	0.9747	168	0.9628	203	0.9509	238	0.9392	273	0.9276	308	0.9161
134	0.9744	169	0.9624	204	0.9505	239	0.9389	274	0.9273	309	0.9158

Legend: t = observed temperature in degrees Fahrenheit.
M = multiplier for reducing volumes to the basis of 60° F.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M
310	0.9154	350	0.9024	390	0.8896	430	0.8768	470	0.8643
311	0.9151	351	0.9021	391	0.8892	431	0.8765	471	0.8640
312	0.9148	352	0.9018	392	0.8889	432	0.8762	472	0.8636
313	0.9145	353	0.9015	393	0.8886	433	0.8759	473	0.8633
314	0.9141	354	0.9011	394	0.8883	434	0.8756	474	0.8630
315	0.9138	355	0.9008	395	0.8880	435	0.8753	475	0.8627
316	0.9135	356	0.9005	396	0.8876	436	0.8749	476	0.8624
317	0.9132	357	0.9002	397	0.8873	437	0.8746	477	0.8621
318	0.9128	358	0.8998	398	0.8870	438	0.8743	478	0.8618
319	0.9125	359	0.8995	399	0.8867	439	0.8740	479	0.8615
320	0.9122	360	0.8992	400	0.8864	440	0.8737	480	0.8611
321	0.9118	361	0.8989	401	0.8861	441	0.8734	481	0.8608
322	0.9115	362	0.8986	402	0.8857	442	0.8731	482	0.8605
323	0.9112	363	0.8982	403	0.8854	443	0.8727	483	0.8602
324	0.9109	364	0.8979	404	0.8851	444	0.8724	484	0.8599
325	0.9105	365	0.8976	405	0.8848	445	0.8721	485	0.8596
326	0.9102	366	0.8973	406	0.8845	446	0.8718	486	0.8593
327	0.9099	367	0.8969	407	0.8841	447	0.8715	487	0.8590
328	0.9096	368	0.8966	408	0.8838	448	0.8712	488	0.8587
329	0.9092	369	0.8963	409	0.8835	449	0.8709	489	0.8583
330	0.9089	370	0.8960	410	0.8832	450	0.8705	490	0.8580
331	0.9086	371	0.8957	411	0.8829	451	0.8702	491	0.8577
332	0.9083	372	0.8953	412	0.8826	452	0.8699	492	0.8574
333	0.9079	373	0.8950	413	0.8822	453	0.8696	493	0.8571
334	0.9076	374	0.8947	414	0.8819	454	0.8693	494	0.8568
335	0.9073	375	0.8944	415	0.8816	455	0.8690	495	0.8565
336	0.9070	376	0.8941	416	0.8813	456	0.8687	496	0.8562
337	0.9066	377	0.8937	417	0.8810	457	0.8683	497	0.8559
338	0.9063	378	0.8934	418	0.8806	458	0.8680	498	0.8556
339	0.9060	379	0.8931	419	0.8803	459	0.8677	499	0.8552
340	0.9057	380	0.8928	420	0.8800	460	0.8674		
341	0.9053	381	0.8924	421	0.8797	461	0.8671		
342	0.9050	382	0.8921	422	0.8794	462	0.8668		
343	0.9047	383	0.8918	423	0.8791	463	0.8665		
344	0.9044	384	0.8915	424	0.8989	464	0.8661		
345	0.9040	385	0.8912	425	0.8984	465	0.8658		
346	0.9037	386	0.8908	426	0.8781	466	0.8655		
347	0.9034	387	0.8905	427	0.8778	467	0.8652		
348	0.9031	388	0.8902	428	0.8775	468	0.8649		
349	0.9028	389	0.8899	429	0.8772	469	0.8646		

Legend: t = observed temperature in degrees Fahrenheit.
M = multiplier for reducing volumes to the basis of 60° F.

SPECIAL PROVISION
SECTION 424
POLYMER MODIFIED ASPHALT CRACK SEALANT w/ FIBER

Description This work shall consist of crack cleaning utilizing compressed air and hand tools as required to prepare cracks for sealant installation, drying of the prepared cracks, material supply and heating, preparation and application of material, material finishing or shaping, and providing and installing barrier material or curing materials used to seal longitudinal and transverse cracks in bituminous concrete pavements as directed and in accordance with these Special Provisions.

The Department will allow Polymer Modified Asphalt Crack Sealant with fiber as an option for Ultra-Thin Bonded Wearing Course (UTBWC) and other treatments that specify Type 2 or Type 4 sealants in the contract. If the option to utilize Polymer Modified Asphalt Crack Sealant with fiber is selected the sealant and equipment requirements shall meet the following criteria and shall be subject to approval by the Department prior to the start of work.

MATERIALS

Polymer Modified Asphalt Crack Sealant with fiber (PMACS) shall be a polymer modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt used in the sealant.

The asphalt binder shall consist of a blend of neat asphalt binder, crumb rubber, and SBS polymer and meet the following specifications:

- Modification at a minimum shall consist 7% crumb rubber and 3-4% SBS polymer. The maximum particle size for the crumb rubber shall be 80 mesh
- The performance grade of the base asphalt binder prior to modification shall be a PG 58-28
- OB DSR (AASHTO T315) @ 76: Min 1.00 kPa
- MSCR (AASHTO T350) @ 64 JnR3.2 < 0.50

As a minimum the sealant will meet PG 64E-28 requirements after modification. The asphalt supplier shall provide testing results for both the neat and modified asphalt binders

Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256-90)	35% ± 3%
Melting Point (ASTM D3418-82)	>475°F
Crimps/Inch (ASTM 03937-90)	None
Cross-Section	Round
Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in.**
Specific Gravity (ASTM D792-91)	1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature

** Subject to normal variations

The modified asphalt-fiber compound shall be mixed with a minimum of 6% and a maximum of 8% fiber (weight to weight) to asphalt cement unless otherwise approved by the Department.

The polymer modified asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour at the required temperature range of 320°F to 375°F before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the contractor must have a full tanker of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the tanker, crack sealing operations will cease for the remainder of the day.

No new material will be allowed to be added to the tanker during the workday under any circumstances. Bulk tankers shall be filled at the approved asphalt supplier's facility, and accompanied by a bill of lading, material data sheet, and total pounds of material loaded.

A Manufacturer's certificate of material compliance will be furnished to the Department certifying conformance to the above material specifications, including the following:

- Performance Grade of Unmodified Asphalt: PG 58-28 (standard) AASHTO M-320, Table 1
- 7% chemically-modified crumb rubber (CMCR) Composed of 100% 80-mesh recycled tire rubber
- Specially formulated polymer package to include 3-4% polymer
- Performance Grade of Modified Asphalt: PG 64E-28
- A minimum of 6%, and maximum of 8% polyester reinforcing fibers

Blending of the fibers with the modified asphalt binder shall be in accordance with the recommendations of the manufacturer of the fibers and supplier of the polymer modified asphalt, with final approval made by the Department.

The contractor shall provide the Resident or authorized representative with a copy of the material manufacturer's recommendations for the sealant material being provided pertaining to heating, mixing, application, and reheating prior to the beginning of operations, or the changing of materials.

Material Temperatures Minimum polymer modified asphalt-fiber sealant application temperature shall be 320°F and not exceed 375°F.

QUALITY CONTROL REQUIREMENTS

Quality Control The Contractor shall develop and submit a Quality Control Plan (QCP) that addresses the materials to be used, equipment to be used, methods of material usage (quantity measurements and tracking) as well as installation methods and protection of the work as it is completed. The Contractor shall control the work and operate in accordance with the approved QCP in order to install product and complete work meeting the contract requirements. The Contractor shall not begin sealing operations until the Department approves the QCP in writing.

Quality Control The QCP shall meet the requirements of Section 106.6 – Acceptance and this Section. The QCP shall address any items that affect the quality of the operation, and shall include the following personnel meeting these minimum requirements:

- a. QCP Administrator – The QCP Administrator must be a full-time employee of or a consultant engaged by the prime contractor or crack sealing subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP. The QCP Administrator (or their designee in the QCP Administrator’s absence) may not be required to be onsite during all work activities but shall be available to communicate with the Department as needed.
- b. Onsite Representative - The Onsite Representative (OR) shall be onsite and work directly with the crew as needed. The OR shall perform quality control inspections or measurements at the job site to assure that materials or installations meet the requirements of the contract.

The QCP shall detail the coordination of the activities of the Plan Administrator, and the OR. The Superintendent shall be named in the QCP if different than the OR, and the responsibilities for successful implementation of the QCP within the companies’ activities shall be outlined.

The QCP shall address any items that may impact the quality of the sealant installation including, but not limited to, the following:

a. General Requirements:

- Name of QCP Administrator
- Description of corrective action processes
- Remediation of defective work

b. Quality Control Plan requirements

- Name of Onsite Representative(s)
- Material type to be used (including product data sheet)
- Heating and installation temperatures
- Procedures to clean, dry and properly prepare all cracks for installation of crack sealants / fillers.
- General sealing operation activities including equipment to be used to install sealants
- Procedures to ensure that cracks are “flush filled” and any overband width does not exceed the contract requirements.
- Procedures to protect any installed sealant from damage from traffic or construction activities.

A summary of the day’s results including a quantity report, equipment used, and environmental conditions will be recorded and signed by the OR and presented to the Department’s representative by 1 PM the following working day.

Failure to adhere to the QCP, replace or repair defective or non-conforming equipment, or adjust material or installation procedures in an effort to produce work that meets the contract requirements will result in a notification of a quality control violation resulting in monetary penalties.

A letter describing the violation shall be provided to the Contractor which will result in a mandatory work suspension and a reduction in payment as shown in Table 106.4A below. The Contractor shall submit a letter to the Department that details the corrective action made to address the violation(s) in its Quality Control Plan. Work may resume when the Department is satisfied the corrective action will result in adherence to the Quality Control Plan.

Table 106.4 A - Quality Control Pay Reduction

Quality Control Plan Value*		Pay Reduction		
From More Than	To and Including	1st	2nd	3rd & Subsequent
\$0	\$500,000	\$1,000	\$2,000	\$4,000
\$500,000	\$1,000,000	\$2,000	\$4,000	\$8,000
\$1,000,000	\$3,000,000	\$5,000	\$10,000	\$20,000
\$3,000,000	and more	\$10,000	\$20,000	\$40,000

* The Quality Control Plan Value is the total Bid value of all items covered by a Quality Control Plan, as detailed in the applicable specification or Special Provision.

Pay reductions for failure to comply with the approved QCP are cumulative, and the Department will deduct any pay reductions from amounts otherwise due the Contractor. These pay reductions are intended to encourage the Contractor to comply with its approved QCP, and are not necessarily related to the quality of the work provided.

EQUIPMENT

Equipment used in the performance of the work shall be subject to the Resident's or authorized representative's approval and shall be maintained in a satisfactory working condition at all times. As a minimum, the equipment required will consist of the following:

(1) Air Compressor and air wand A portable air compressor and air wand shall be supplied to clean the cracks to be sealed prior to using a hot air lance. The air compressor shall be coupled with hose and air wand and be capable of furnishing not less than 150 CFM of air at not less than 100 psi pressure through a 5/8"- inch diameter nozzle. A ½ -inch or ¾-inch nozzle may be used with approval of the Inspector as long as the pressure requirements are being met. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(2) Sweeper Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.

(3) Hot Air Lance The hot air lance shall be independent of the air wand unit. The hot air lance shall be operated with propane and compressed air in combination and provide 1000 ft/sec of heated air at 2000°F - 3000°F, at not less than 120 psi. The lance should draw propane from no smaller than a 100 lb. tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(4) Application Wand The application wand shall apply a controlled flow of material via an insulated or heated hose. The nozzle shall distribute the material as called for in this specification. A pressure regulator shall be provided to regulate pressure at the nozzle. Sealant shall be installed using a nozzle for flush filled applications, or a small to medium application disc for overband permitted installations selected to give a narrow overband over the cracks being sealed and minimize final overband thickness above the pavement surface.

(5) Hand Tools Hand tools shall consist of shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to prepare cracks to be sealed. Other tools such as, but not limited to, V-shaped squeegee or flat squeegee may be necessary to prevent excessive overband width and thickness.

(6) Melter: The unit used to melt or maintain the modified asphalt crack sealant compound shall have an approximate capacity of 1,000 gallons and be equipped to maintain the sealant compound at the recommended application temperature. The unit shall be of the indirect fired type, shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the tank containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200°F and 550°F and must be capable of pumping a 6 - 8% fiber content blend.

7) Bulk Tanker: The bulk tanker unit used to heat and maintain the modified asphalt crack sealant compound shall have an approximate capacity of 3,000 to 5,000 gallons and be equipped to maintain the sealant compound at the recommended application temperature.

Documentation shall be provided for each tanker use with verified gallons or pounds of material that each tanker holds. If full tankers are provided on a daily basis, and each tanker is emptied daily, then the verified gallons or pounds each tanker holds may be used for calculation of payment.

If partial loads are supplied, or material remains in the tanker at the end of the day or contract, a means to calculated material usage must be provided in the form of either calibrated tank checks corrected to 60°F, or certified scale weights of the material load at the beginning or end of the day as applicable.

GENERAL CONSTRUCTION REQUIREMENTS

Weather Crack Sealant Material shall not be applied on a wet surface, when the atmospheric temperature is below 50°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

Equipment Equipment used in the performance of the work shall meet the requirements of the material and equipment section of this special provision and approved by the Department. Equipment shall be maintained in a satisfactory working condition at all times.

Preparation All cracks to be sealed shall be blown free of loose material, dirt, vegetation, and other debris by the high pressure air wand. Material removed from the crack shall be removed from the pavement surface by means of a power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additionally blown out. All cracks must be blown clean with the high-pressure air wand in advance of the hot air lance. All cracks shall be heated via the hot air lance a maximum of 5 minutes prior to the crack sealant being applied. Distance between the hot air lance and the crack sealing unit should be no more than 50 ft to eliminate reinvasion of water, debris, and other incompressible material. All debris, vegetation, and water shall be removed to enhance adhesion of the crack sealing material. THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

Preparation and Placement of Sealer The polymer modified asphalt-fiber material shall be heated, mixed and applied at the temperature specified by the manufacturer and approved by the Resident or authorized representative. The polymer modified asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. Any material that has been heated above the manufacturer's specification shall not be used, and approval of the Resident or authorized representative. The Contractor shall provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle and at the application site. Any over application or spills are to be removed to the satisfaction of the Resident or authorized representative. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared and resealed at no additional cost to the Department.

Sealer shall be delivered to the crack while cracks are still hot from the hot air lance preparation through a pressure hose line, applicator nozzle or applicator shoe depending on crack filling requirements.

For projects where sealants will be covered and a hot mix asphalt overlay is being installed over the sealant all cracks will be **“flush filled”**, meaning cracks are filled to a point that the sealant is flush with the existing pavement surface. If the work scope requires a flush fill a nozzle sized to fill the cracks shall be used. Minimal to no overbanding will be permitted. The applicator shoe width shall be a maximum of 2 inch internal disc dimension and produce a sealer width range from 1 inch – 1.5 inch. Overall width of the sealant may vary from the range specified depending on the width and severity of the cracks with approval from the Department.

For projects where the sealants are left un-covered with a hot mix overlay and traffic will be permitted to travel over the sealants for the anticipated sealant life, some overband may be permitted. If the work scope required crack filling and sealing with overband, then a shoe sized to meet the overband width shall be used. The applicator shoe width shall be a maximum of 2 inch internal dimension and produce a sealer overband range from 1 inch – 1.5 inch. Overbanding width may vary from the range specified depending on the width and severity of the cracks with approval from the Department.

Generally, overband will be kept to a minimum and not exceed a maximum of 1 1/2-inch-wide and 3/32 inch thick. The applicator may be followed by a squeegee to minimize the thickness of the overband.

Any loose material on the surface or in the crack which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present.

Minimum polymer modified asphalt-fiber sealant_application temperature shall be 320°F and not exceed 375°F.

If the sealed area is to be opened to traffic immediately, a barrier material (de-tackifier) such as Glenzoi, Black Beauty grit, or an equivalent product approved by the Resident shall be provided by the Contractor be applied to the crack sealer to prevent pickup as directed by the Resident or authorized representative.

If the sealed areas are to be paved over with a hot mix treatment, then a 48-hour minimum cure time and use of barrier material (de-tackifier) will be required. Cure times may be extended if excessive pick-up of the crack sealants occurs.

Quality of Work Excess of spilled sealer shall be removed from the pavement by approved methods and discarded. Any quality of work determined to be below normal acceptable standards will not be accepted, and will be corrected and/or replaced as directed by the Resident or authorized representative at no additional cost to the Department.

Method of Measurement Polymer modified asphalt-fiber sealant will be measured by the pound of sealant used. The manufacturer's weight per tanker of sealant will be accepted as the basis for measurement. Materials supplied by weight will be accompanied by a bill of lading and material certification.

The Department may, at their discretion, verify the manufacturers weights provided by re-weighing the tankers at independent scale facilities.

The Department may, on a case-by-case basis, approve and perform tank checks to measure the sealant by the gallon and convert to pounds.

Should tank checks be approved to verify material usage or calculate initial or final gallons remaining in the tanker, a calibrated tank gauge or tank stick shall be used to measure the tank gallons. Volume corrections shall be calculated using Table:1 to correct the gallon volume to 60 ° F.

For those approved cases the Department has determined the weight of this material to be 8.37 pounds per gallon. The Department will use this conversion value for all materials measured by the gallon and converted to pounds.

Basis of Payment The accepted quantity of polymer modified asphalt-fiber sealant will be paid for at the contract unit price per pound for the item listed in the contract schedule of items, complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks, heating and drying cracks, all labor, and furnishing and placing barrier or blotter materials as necessary.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M	t	M
100	0.9861	135	0.9740	170	0.9621	205	0.9503	240	0.9385	275	0.9269
101	0.9857	136	0.9737	171	0.9618	206	0.9499	241	0.9382	276	0.9266
102	0.9854	137	0.9734	172	0.9614	207	0.9496	242	0.9379	277	0.9263
103	0.9851	138	0.9730	173	0.9611	208	0.9493	243	0.9375	278	0.9259
104	0.9847	139	0.9727	174	0.9607	209	0.9489	244	0.9372	279	0.9256
105	0.9844	140	0.9723	175	0.9604	210	0.9486	245	0.9369	280	0.9253
106	0.9840	141	0.9720	176	0.9601	211	0.9483	246	0.9365	281	0.9250
107	0.9837	142	0.9716	177	0.9597	212	0.9479	247	0.9362	282	0.9246
108	0.9833	143	0.9713	178	0.9594	213	0.9476	248	0.9359	283	0.9243
109	0.9830	144	0.9710	179	0.9590	214	0.9472	249	0.9356	284	0.9240
110	0.9826	145	0.9706	180	0.9587	215	0.9469	250	0.9352	285	0.9236
111	0.9823	146	0.9703	181	0.9584	216	0.9466	251	0.9349	286	0.9233
112	0.9819	147	0.9699	182	0.9580	217	0.9462	252	0.9346	287	0.9230
113	0.9816	148	0.9696	183	0.9577	218	0.9459	253	0.9342	288	0.9227
114	0.9813	149	0.9693	184	0.9574	219	0.9456	254	0.9339	289	0.9223
115	0.9809	150	0.9689	185	0.9570	220	0.9452	255	0.9336	290	0.9220
116	0.9806	151	0.9686	186	0.9567	221	0.9449	256	0.9332	291	0.9217
117	0.9802	152	0.9682	187	0.9563	222	0.9446	257	0.9329	292	0.9213
118	0.9799	153	0.9679	188	0.9560	223	0.9442	258	0.9326	293	0.9210
119	0.9795	154	0.9675	189	0.9557	224	0.9439	259	0.9322	294	0.9207
120	0.9792	155	0.9672	190	0.9553	225	0.9436	260	0.9319	295	0.9204
121	0.9788	156	0.9669	191	0.9550	226	0.9432	261	0.9316	296	0.9200
122	0.9785	157	0.9665	192	0.9547	227	0.9429	262	0.9312	297	0.9197
123	0.9782	158	0.9662	193	0.9543	228	0.9426	263	0.9309	298	0.9194
124	0.9778	159	0.9658	194	0.9540	229	0.9422	264	0.9306	299	0.9190
125	0.9775	160	0.9655	195	0.9536	230	0.9419	265	0.9302	300	0.9187
126	0.9771	161	0.9652	196	0.9533	231	0.9416	266	0.9299	301	0.9184
127	0.9768	162	0.9648	197	0.9530	232	0.9412	267	0.9296	302	0.9181
128	0.9764	163	0.9645	198	0.9526	233	0.9409	268	0.9293	303	0.9177
129	0.9761	164	0.9641	199	0.9523	234	0.9405	269	0.9289	304	0.9174
130	0.9758	165	0.9638	200	0.9520	235	0.9402	270	0.9286	305	0.9171
131	0.9754	166	0.9635	201	0.9516	236	0.9399	271	0.9283	306	0.9167
132	0.9751	167	0.9631	202	0.9513	237	0.9395	272	0.9279	307	0.9164
133	0.9747	168	0.9628	203	0.9509	238	0.9392	273	0.9276	308	0.9161
134	0.9744	169	0.9624	204	0.9505	239	0.9389	274	0.9273	309	0.9158

Legend: t = observed temperature in degrees Fahrenheit.

M = multiplier for reducing volumes to the basis of 60° F.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M
310	0.9154	350	0.9024	390	0.8896	430	0.8768	470	0.8643
311	0.9151	351	0.9021	391	0.8892	431	0.8765	471	0.8640
312	0.9148	352	0.9018	392	0.8889	432	0.8762	472	0.8636
313	0.9145	353	0.9015	393	0.8886	433	0.8759	473	0.8633
314	0.9141	354	0.9011	394	0.8883	434	0.8756	474	0.8630
315	0.9138	355	0.9008	395	0.8880	435	0.8753	475	0.8627
316	0.9135	356	0.9005	396	0.8876	436	0.8749	476	0.8624
317	0.9132	357	0.9002	397	0.8873	437	0.8746	477	0.8621
318	0.9128	358	0.8998	398	0.8870	438	0.8743	478	0.8618
319	0.9125	359	0.8995	399	0.8867	439	0.8740	479	0.8615
320	0.9122	360	0.8992	400	0.8864	440	0.8737	480	0.8611
321	0.9118	361	0.8989	401	0.8861	441	0.8734	481	0.8608
322	0.9115	362	0.8986	402	0.8857	442	0.8731	482	0.8605
323	0.9112	363	0.8982	403	0.8854	443	0.8727	483	0.8602
324	0.9109	364	0.8979	404	0.8851	444	0.8724	484	0.8599
325	0.9105	365	0.8976	405	0.8848	445	0.8721	485	0.8596
326	0.9102	366	0.8973	406	0.8845	446	0.8718	486	0.8593
327	0.9099	367	0.8969	407	0.8841	447	0.8715	487	0.8590
328	0.9096	368	0.8966	408	0.8838	448	0.8712	488	0.8587
329	0.9092	369	0.8963	409	0.8835	449	0.8709	489	0.8583
330	0.9089	370	0.8960	410	0.8832	450	0.8705	490	0.8580
331	0.9086	371	0.8957	411	0.8829	451	0.8702	491	0.8577
332	0.9083	372	0.8953	412	0.8826	452	0.8699	492	0.8574
333	0.9079	373	0.8950	413	0.8822	453	0.8696	493	0.8571
334	0.9076	374	0.8947	414	0.8819	454	0.8693	494	0.8568
335	0.9073	375	0.8944	415	0.8816	455	0.8690	495	0.8565
336	0.9070	376	0.8941	416	0.8813	456	0.8687	496	0.8562
337	0.9066	377	0.8937	417	0.8810	457	0.8683	497	0.8559
338	0.9063	378	0.8934	418	0.8806	458	0.8680	498	0.8556
339	0.9060	379	0.8931	419	0.8803	459	0.8677	499	0.8552
340	0.9057	380	0.8928	420	0.8800	460	0.8674		
341	0.9053	381	0.8924	421	0.8797	461	0.8671		
342	0.9050	382	0.8921	422	0.8794	462	0.8668		
343	0.9047	383	0.8918	423	0.8791	463	0.8665		
344	0.9044	384	0.8915	424	0.8989	464	0.8661		
345	0.9040	385	0.8912	425	0.8984	465	0.8658		
346	0.9037	386	0.8908	426	0.8781	466	0.8655		
347	0.9034	387	0.8905	427	0.8778	467	0.8652		
348	0.9031	388	0.8902	428	0.8775	468	0.8649		
349	0.9028	389	0.8899	429	0.8772	469	0.8646		

Legend: t = observed temperature in degrees Fahrenheit.

M = multiplier for reducing volumes to the basis of 60° F.

SPECIAL PROVISION
SECTION 424
 CRACK REPAIR with HOT POUR MASTIC

Description This work shall consist of preparing and repairing areas identified for crack repair in existing bituminous or concrete pavement layers using hot pour mastic. The hot pour mastic shall be supplied in solid form in boxes containing pre-measured binder blended with aggregates. Products to be used will be subject to approval by the Department. Repair areas will be free of sand, vegetation, water, and any previously placed rubber crack seal or crack repair materials, including cold patch. Preparation, such as cleaning and drying of the cracks by use of oil free compressed air and hot air lance shall be considered included the price per pound of crack repair mastic. Any pavement removal required will be paid for under the appropriate item as described in this Special Provision.

MATERIALS

The hot pour mastic materials are hot-applied, pourable, self-adhesive mastics blended with aggregates designed for maintenance and repair of asphalt and Portland cement concrete pavements. The hot pour mastic materials are composed of highly modified polymer asphalt binder and standard weight aggregates as required by the application.

The mastic materials shall be delivered in the manufacturer's original container. The material shall be pre-packaged with the manufacturers name and product name marked on each container. The materials shall conform to the following requirements:

Parameter

Color	Black
Pourability @ 400F (PTM1)*	1000-1400 gm
Stability @ 158F (PTM2)	.6in. max
Flexibility @ Low Temperature (PTM3)	Pass @ -20F
Adhesion @77F (PTM4)	15psi min.
Specific Gravity (ASTM D792)	1.35max.
Skid Resistance, BPN (ASTM E303)	40 min.
Minimum Application Temperature	375°F
Maximum Application Temperature	410°F

QUALITY CONTROL REQUIREMENTS

Quality Control The Contractor shall develop and submit a Quality Control Plan (QCP) that addresses the materials to be used, equipment to be used, methods of material usage (quantity measurements and tracking) as well as installation methods and protection of the work as it is completed. The Contractor shall control the work and operate in accordance with the approved QCP in order to install product and complete work meeting the contract requirements. The Contractor shall not begin sealing operations until the Department approves the QCP in writing.

Quality Control The QCP shall meet the requirements of Section 106.6 – Acceptance and this Section. The QCP shall address any items that affect the quality of the operation, and shall include the following personnel meeting these minimum requirements:

- a. QCP Administrator – The QCP Administrator must be a full-time employee of or a consultant engaged by the prime contractor or crack sealing subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP. The QCP Administrator (or their designee in the QCP Administrator's absence) may not be required to be onsite during all work activities but shall be available to communicate with the Department as needed.
- b. Onsite Representative - The Onsite Representative (OR) shall be onsite and work directly with the crew as needed. The OR shall perform quality control inspections or measurements at the job site to assure that materials or installations meet the requirements of the contract.

The QCP shall detail the coordination of the activities of the Plan Administrator, and the OR. The Superintendent shall be named in the QCP if different than the OR, and the responsibilities for successful implementation of the QCP within the companies' activities shall be outlined.

The QCP shall address any items that may impact the quality of the sealant installation including, but not limited to, the following:

- a. General Requirements:
 - Name of QCP Administrator
 - Description of corrective action processes
 - Remediation of defective work
- b. Quality Control Plan requirements
 - Name of Onsite Representative(s)
 - Material type to be used (including product data sheet)
 - Heating and installation temperatures
 - Procedures to clean, dry and properly prepare all cracks for installation of crack sealants / fillers.
 - General sealing operation activities including equipment to be used to install sealants
 - Procedures to ensure that cracks are "flush filled" and any overband width does not exceed the contract requirements.
 - Procedures to protect any installed sealant from damage from traffic or construction activities.

A summary of the day's results including a quantity report, equipment used, and environmental conditions will be recorded and signed by the OR and presented to the Department's representative by 1 PM the following working day.

Failure to adhere to the QCP, replace or repair defective or non-conforming equipment, or adjust material or installation procedures in an effort to produce work that meets the contract requirements will result in a notification of a quality control violation resulting in monetary penalties.

A letter describing the violation shall be provided to the Contractor which will result in a mandatory work suspension and a reduction in payment as shown in Table 106.4A below. The Contractor shall submit a letter to the Department that details the corrective action made to address the violation(s) in its Quality Control Plan. Work may resume when the Department is satisfied the corrective action will result in adherence to the Quality Control Plan.

Table 106.4 A - Quality Control Pay Reduction

Quality Control Plan Value*		Pay Reduction		
From More Than	To and Including	1st	2nd	3rd & Subsequent
\$0	\$500,000	\$1,000	\$2,000	\$4,000
\$500,000	\$1,000,000	\$2,000	\$4,000	\$8,000
\$1,000,000	\$3,000,000	\$5,000	\$10,000	\$20,000
\$3,000,000	and more	\$10,000	\$20,000	\$40,000

* The Quality Control Plan Value is the total Bid value of all items covered by a Quality Control Plan, as detailed in the applicable specification or Special Provision.

Pay reductions for failure to comply with the approved QCP are cumulative, and the Department will deduct any pay reductions from amounts otherwise due the Contractor. These pay reductions are intended to encourage the Contractor to comply with its approved QCP, and are not necessarily related to the quality of the work provided.

EQUIPMENT

Equipment Equipment used in the performance of the work shall be subject to the Departments or authorized representative's approval and shall be maintained in a satisfactory working condition at all times.

(a) Air Compressor Air compressors shall be portable and capable of furnishing not less than 4 yd³ of air per minute at not less than 90 psi pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

(b) Sweeper Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove debris, dirt, and dust from the cracks.

(c) Hot Air Lance Should operate with propane and compressed air in combination at 2000°F - 3000°F, exit air heated at 1000 ft/s. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations.

(d) Hand Tools Shall consist of Boxed or V-shaped squeegee, brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

(e) Melting Kettle The unit used to heat the mastics shall be a double boiler unit equipped with continuous horizontal full sweep agitation and have separate thermostatic control devices that will automatically regulate hot oil and material temperature. Separate digital readouts shall display the temperatures of the hot oil and material. The kettle shall be equipped with mixing paddles, blending augers, or other satisfactory means of agitating, mixing, and blending the aggregates and mastic together. The kettle must be equipped with thermostatic control calibrated between 200°F and 550°F.

If required in the contract the router or crack saw equipment for preparing cracks shall be of a rotary impact type cutter, equipped with a carbide bit or a diamond-blade crack saw which will provide a reservoir of specified dimensions.

CONSTRUCTION REQUIREMENTS

Weather Hot Pour Mastics shall not be applied on a wet or damp surface, or when the atmospheric temperature is below 45°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper crack repair procedures.

Preparation All cracks shall be prepared to receive the mastic material. All cracks must be cleaned of debris, dried and heated to ensure optimal bonding of the sealant material to the existing pavement and crack edges. All cracks shall be flush filled with pre-blended mastic with minimal overband in the same workday as directed by the Resident or authorized representative.

Cracks greater than 1 inch in width shall be thoroughly cleaned by use of compressed air and dried by use of a hot air lance. Any loose or broken materials will be removed from the repair area before placing mastic materials. If it is determined that additional pavement removal or preparation is needed by means of milling, sawing, or cutting of existing pavement the work will be paid under an appropriate pay item. All materials routed, sawn, cut, or otherwise removed from the areas to be repaired shall immediately be removed from the crack and surrounding paved area by use of compressed air sweeping, or combination of both.

Cracks 1 inch in width to 6 inch width, or repairs that are more structural in nature, such as potholes, depressions, fills or repairs around utility adjustments shall be filled with mastic pre-blended with standard weight aggregates. Generally repairs wider than 6 inches, or those that extend below the surface layer may require additional pavement removal or change in crack treatment type.

All mastic materials shall be heated to between 380°F and 410°F and thoroughly agitated prior to application. A non-contact infrared thermometer shall be used periodically to monitor the temperature of the material as it exits the kettle. Material may not be used if it is heated beyond the safe heating temperature of 410°F, exceeds the recommended pot life, or is reheated more than one time.

Mastics may be applied to large or excessive slope repair areas when the material has been heated to the lower end of the temperature range, or with the addition of 1% of an approved synthetic fiber to minimize material flow and cooling time.

Mastics shall be applied to the repair areas directly from the melting kettle chute, wand or other conveyance method filled from the kettle. If bucketed, material cooling during transfer must be minimized.

The repair area shall be filled flush to the pavement surface. The material shall be poured into the repair area and worked using boxed or v-shaped squeegees, tools, lutes or heated irons. Care should be taken not to over work the material and cause unequal dispersion of the aggregate within the repair. The material may be applied in multiple lifts to accommodate material shrinkage or flow during cooling.

After materials have been applied to the repair, indirect heating by torch or hot air lance can be used to heat the edges and ensure a watertight seal. Do not burn, scorch or ignite the mastic or adjoining pavement when heating.

Do not allow traffic on the repaired areas for one ½ hour, or until the material has cooled enough to support traffic and tracking is minimal.

Quality of Work Excess mastic shall be removed from the pavement by approved methods and discarded. Any work determined to be below normal acceptable standards will not be accepted, and will be corrected and/or replaced as directed by the Resident or authorized representative.

Method of Measurement Crack Repair with Hot Pour Mastic will be measured by the pound of mastic used. The manufacturer's weights of the mastic for each block (pill), counted as they are loaded, will be accepted as a basis for measurement.

Should tank checks be approved to verify material usage or calculate initial or final gallons remaining in the kettle, a calibrated kettle gauge or tank stick shall be used to measure the kettle gallons. Volume corrections shall be calculated using Table:1 to correct the gallon volume to 60 ° F.

For those approved cases the Department has determined the weight of this material to be 15.5 pounds per gallon. The Department will use this conversion value for all materials measured by the gallon and converted to pounds. The corrected volume and resultant pounds shall be made part of the method of measurement, with consideration given to blocks (pills) added during the day and applied in an acceptable manner

Basis of Payment The accepted quantity of Crack Repair with Hot Pour Mastic will be paid for at the contract unit price per pound. This price will be full compensation for furnishing the appropriate material type for the repair being done, heating, placing and finishing the mastic materials, as well as cleaning and preparing the areas for installation of the mastic, including the use of compressed air, hot air lance, and any sweeping required to remove contaminants from and dry the areas to be treated. Areas identified as requiring pavement removal by means of cutting, sawing, grinding, or routing will be paid under an appropriate contract item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.38 Crack Repair, Hot Pour Mastic	Pound

Conversion Table:1

t	M	t	M	t	M	t	M	t	M	t	M
100	0.9861	135	0.9740	170	0.9621	205	0.9503	240	0.9385	275	0.9269
101	0.9857	136	0.9737	171	0.9618	206	0.9499	241	0.9382	276	0.9266
102	0.9854	137	0.9734	172	0.9614	207	0.9496	242	0.9379	277	0.9263
103	0.9851	138	0.9730	173	0.9611	208	0.9493	243	0.9375	278	0.9259
104	0.9847	139	0.9727	174	0.9607	209	0.9489	244	0.9372	279	0.9256
105	0.9844	140	0.9723	175	0.9604	210	0.9486	245	0.9369	280	0.9253
106	0.9840	141	0.9720	176	0.9601	211	0.9483	246	0.9365	281	0.9250
107	0.9837	142	0.9716	177	0.9597	212	0.9479	247	0.9362	282	0.9246
108	0.9833	143	0.9713	178	0.9594	213	0.9476	248	0.9359	283	0.9243
109	0.9830	144	0.9710	179	0.9590	214	0.9472	249	0.9356	284	0.9240
110	0.9826	145	0.9706	180	0.9587	215	0.9469	250	0.9352	285	0.9236
111	0.9823	146	0.9703	181	0.9584	216	0.9466	251	0.9349	286	0.9233
112	0.9819	147	0.9699	182	0.9580	217	0.9462	252	0.9346	287	0.9230
113	0.9816	148	0.9696	183	0.9577	218	0.9459	253	0.9342	288	0.9227
114	0.9813	149	0.9693	184	0.9574	219	0.9456	254	0.9339	289	0.9223
115	0.9809	150	0.9689	185	0.9570	220	0.9452	255	0.9336	290	0.9220
116	0.9806	151	0.9686	186	0.9567	221	0.9449	256	0.9332	291	0.9217
117	0.9802	152	0.9682	187	0.9563	222	0.9446	257	0.9329	292	0.9213
118	0.9799	153	0.9679	188	0.9560	223	0.9442	258	0.9326	293	0.9210
119	0.9795	154	0.9675	189	0.9557	224	0.9439	259	0.9322	294	0.9207
120	0.9792	155	0.9672	190	0.9553	225	0.9436	260	0.9319	295	0.9204
121	0.9788	156	0.9669	191	0.9550	226	0.9432	261	0.9316	296	0.9200
122	0.9785	157	0.9665	192	0.9547	227	0.9429	262	0.9312	297	0.9197
123	0.9782	158	0.9662	193	0.9543	228	0.9426	263	0.9309	298	0.9194
124	0.9778	159	0.9658	194	0.9540	229	0.9422	264	0.9306	299	0.9190
125	0.9775	160	0.9655	195	0.9536	230	0.9419	265	0.9302	300	0.9187
126	0.9771	161	0.9652	196	0.9533	231	0.9416	266	0.9299	301	0.9184
127	0.9768	162	0.9648	197	0.9530	232	0.9412	267	0.9296	302	0.9181
128	0.9764	163	0.9645	198	0.9526	233	0.9409	268	0.9293	303	0.9177
129	0.9761	164	0.9641	199	0.9523	234	0.9405	269	0.9289	304	0.9174
130	0.9758	165	0.9638	200	0.9520	235	0.9402	270	0.9286	305	0.9171
131	0.9754	166	0.9635	201	0.9516	236	0.9399	271	0.9283	306	0.9167
132	0.9751	167	0.9631	202	0.9513	237	0.9395	272	0.9279	307	0.9164
133	0.9747	168	0.9628	203	0.9509	238	0.9392	273	0.9276	308	0.9161
134	0.9744	169	0.9624	204	0.9505	239	0.9389	274	0.9273	309	0.9158

Legend: t = observed temperature in degrees Fahrenheit.

M = multiplier for reducing volumes to the basis of 60° F.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M
310	0.9154	350	0.9024	390	0.8896	430	0.8768	470	0.8643
311	0.9151	351	0.9021	391	0.8892	431	0.8765	471	0.8640
312	0.9148	352	0.9018	392	0.8889	432	0.8762	472	0.8636
313	0.9145	353	0.9015	393	0.8886	433	0.8759	473	0.8633
314	0.9141	354	0.9011	394	0.8883	434	0.8756	474	0.8630
315	0.9138	355	0.9008	395	0.8880	435	0.8753	475	0.8627
316	0.9135	356	0.9005	396	0.8876	436	0.8749	476	0.8624
317	0.9132	357	0.9002	397	0.8873	437	0.8746	477	0.8621
318	0.9128	358	0.8998	398	0.8870	438	0.8743	478	0.8618
319	0.9125	359	0.8995	399	0.8867	439	0.8740	479	0.8615
320	0.9122	360	0.8992	400	0.8864	440	0.8737	480	0.8611
321	0.9118	361	0.8989	401	0.8861	441	0.8734	481	0.8608
322	0.9115	362	0.8986	402	0.8857	442	0.8731	482	0.8605
323	0.9112	363	0.8982	403	0.8854	443	0.8727	483	0.8602
324	0.9109	364	0.8979	404	0.8851	444	0.8724	484	0.8599
325	0.9105	365	0.8976	405	0.8848	445	0.8721	485	0.8596
326	0.9102	366	0.8973	406	0.8845	446	0.8718	486	0.8593
327	0.9099	367	0.8969	407	0.8841	447	0.8715	487	0.8590
328	0.9096	368	0.8966	408	0.8838	448	0.8712	488	0.8587
329	0.9092	369	0.8963	409	0.8835	449	0.8709	489	0.8583
330	0.9089	370	0.8960	410	0.8832	450	0.8705	490	0.8580
331	0.9086	371	0.8957	411	0.8829	451	0.8702	491	0.8577
332	0.9083	372	0.8953	412	0.8826	452	0.8699	492	0.8574
333	0.9079	373	0.8950	413	0.8822	453	0.8696	493	0.8571
334	0.9076	374	0.8947	414	0.8819	454	0.8693	494	0.8568
335	0.9073	375	0.8944	415	0.8816	455	0.8690	495	0.8565
336	0.9070	376	0.8941	416	0.8813	456	0.8687	496	0.8562
337	0.9066	377	0.8937	417	0.8810	457	0.8683	497	0.8559
338	0.9063	378	0.8934	418	0.8806	458	0.8680	498	0.8556
339	0.9060	379	0.8931	419	0.8803	459	0.8677	499	0.8552
340	0.9057	380	0.8928	420	0.8800	460	0.8674		
341	0.9053	381	0.8924	421	0.8797	461	0.8671		
342	0.9050	382	0.8921	422	0.8794	462	0.8668		
343	0.9047	383	0.8918	423	0.8791	463	0.8665		
344	0.9044	384	0.8915	424	0.8789	464	0.8661		
345	0.9040	385	0.8912	425	0.8784	465	0.8658		
346	0.9037	386	0.8908	426	0.8781	466	0.8655		
347	0.9034	387	0.8905	427	0.8778	467	0.8652		
348	0.9031	388	0.8902	428	0.8775	468	0.8649		
349	0.9028	389	0.8899	429	0.8772	469	0.8646		

Legend: t = observed temperature in degrees Fahrenheit.
M = multiplier for reducing volumes to the basis of 60° F.

SPECIAL PROVISION
SECTION 609 – CURB
STRUCTURAL CONCRETE
(Slipform Concrete Curb)

609.01-Description This work shall consist of furnishing and placing Slipform Concrete Curb in close conformity with the plans, or as authorized by the Resident.

609.02 Materials - Except as provided below, the materials used shall meet the requirements specified in Section 700 – Materials:

Portland Cement and Portland Pozzolan Cement	701.01
Water	701.02
Fine Aggregate for Concrete	703.01
Coarse Aggregate for Concrete	703.02
Air Entraining Admixtures	703.03

A mix design for the Portland Cement Concrete shall be submitted to the Resident meeting the requirements below:

- Class A with the exception that permeability requirements shall be waived.
- Entrained air content of Slipform curbing shall be 4.0% to 7.0%.
- Concrete temperature prior to discharge shall not exceed 90 F.
- Proposed mix designs may contain polypropylene fibers.

Partially discharged loads may be retempered with water provided the maximum water to cement ratio is not exceeded.

609.03-General

a. Preparation of Base Before placing the curb, the foundation course shall be thoroughly cleaned of all foreign and objectionable material. The Contractor shall not place Slipform Concrete Curb on a wet or frozen base. Base pavement for placing epoxy resin binder and slipform curbing may be in an SSD condition but no standing water shall be allowed. String or chalk lines shall be positioned on the prepared base to provide guidelines. For HMA or PCC base the foundation shall be uniformly painted with an epoxy resin adhesive from the Departments QPL. The Contractor shall submit the adhesive that they propose to utilize with the concrete mix design. The adhesive must be approved prior to placement and used in accordance with manufacturers recommendations.

b. Placing Concrete shall be placed with an approved Slipform machine that will produce a finished product according to the design specified in the plans. For cold weather slip forming, the outside temperature must be at least 36°F (2.2°C) and rising. The curb shall be placed on a firm, uniform bearing surface, shall conform to the section profile specified in the plans, and shall match the appropriate grade. Expansion joints the curb meets rigid structures such as but not limited to building foundations, catch basin headers or fire hydrants. Contraction joints will be placed at 10 foot (3 m) intervals using sawing methods, which shall cut 1-3" into the concrete. Contraction joints shall be cut between 1 and 7 days after placement. Joints shall be constructed perpendicular to the subgrade and match other joints in roadways, sidewalks, or other structures when applicable.

c. Curing and Sealing Proper curing shall be insured through the use of either a combination curing/sealing compound spray that meets ASTM 1315 Type 1-Class A, or a curing compound spray that meets ASTM 309 type 1-D – Class A. Curing may also be accomplished by the methods specified in Section 502.15 of the Specifications.

If a combination curing/sealing compound spray is not used, a separate sealing compound from the MaineDOT Qualified Products List for a Type 2 sealer shall be applied after the concrete has cured.

d. Protection Slipform curb must be adequately protected after placement. The concrete shall be allowed to cure for at least 72 hours. During cold weather conditions, when temperatures drop below the required temperature of 36°F (2.2°C) after placement, curbing shall be protected by concrete blankets or a combination of plastic sheeting and straw. After any placement of Slipform curb, regardless of weather conditions, the placed curb shall be adequately protected by traffic control devices as necessary.

e. Marking When required, the curb shall be painted and coated with glass beads in accordance with Section 627 - Pavement Marking. Curb designated to be painted shall not be sealed unless a combination curing/sealing compound is used.

f. Acceptance Curb shall be accepted or rejected based on finish, alignment, entrained air content, and compressive strength. Acceptance testing for air content and compressive strength will be under 502 Method C. All damaged curb shall be removed and replaced at the Contractor's expense.

609.04-Method of Measurement Concrete Slipform curb will be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted.

609.05 Basis of Payment The accepted quantities of curb will be paid for at the contract unit price per linear foot as specified.

There will be no separate payment for concrete, sealing, incidental materials, or labor needed to install the curb, but these will be considered included in the work of the related curb.

Removal of existing curb and necessary excavation for installing curb will not be paid for directly, but shall be considered to be included in the curb pay item. Base and Subbase material will be paid for under Section 304 - Aggregate Base and Subbase Course. Backing up machine laid curb is incidental to the curb items. Loam, as directed, will be paid under 615 – Loam.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
609.16 Concrete Slipform curb - Sloped	Linear Foot
609.21 Concrete Slipform curb	Linear Foot
609.219 Concrete Slipform terminal end	Linear Foot

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs at a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next X* Miles
Road Work 500 Feet (Ahead)
End Road Work

Work Areas. At each work site, signs and channelizing devices shall be used as directed by the Resident.

Signs include:

Road Work xxxx¹.
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

Unless otherwise defined in Special Provision 105/107 or submitted and approved in the Traffic Control Plan, the following shall apply:

- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving, milling, and crack seal/repair work areas.
- Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1 mile of two-way operation.

Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in short duration operations and "Road Work xx feet" to be used in stationary operations as directed by the Resident.

SPECIAL PROVISION
SECTION 812
SEWER MANHOLE

Description: This work shall consist of the installation and adjustment of manholes as indicated in the Bid Book, Plans, or as directed by the Resident / Utility Representative.

Sewer Manhole shall consist of removing an existing manhole and replacing with a new manhole in accordance with Section 604 - Manholes, Inlets, and Catch Basins.

Alter Sewer Manhole shall consist of supplying frame and cover in accordance with Special Provision 104 and the Standard Details and adjusting a manhole to the required final grade, including any lowering and any other adjustments that may be necessary prior to setting the final grade and in accordance with this Section and Section 604 - Manholes, Inlets, and Catch Basins.

Adjust Sewer Manhole to Grade shall consist of adjusting a manhole to the required final grade, including any lowering and any other adjustments that may be necessary prior to setting the final grade and in accordance with this Section and Section 604 - Manholes, Inlets, and Catch Basins.

Rebuild Sewer Manhole shall consist of rebuilding and adjusting a sewer manhole in accordance with this Section and Section 604 - Manholes, Inlets, and Catch Basins

<u>Pay Item</u>	<u>Pay Unit</u>
812.06 Sewer Manhole	Each
812.161 Alter Sewer Manhole	Each
812.162 Adjust Sewer Manhole to Grade	Each
812.164 Rebuild Sewer Manhole	Each

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2026)

Throughout the entire Document; Replace “AASHTO NTPEP” with “**AASHTO Product Evaluation and Audit Solutions**”

DIVISION 100

GENERAL CONDITIONS

- 100.1 In the first sentence, replace “2025” with “2026”
so that it says” **This 2026 edition...**”
- 101.2 Under the definition of Standard Specifications remove the phrase “Revision of 2020”.
- 104.5.4 In front of “Prompt Payment of Subcontractors” place the subsection number “**104.5.5**”.
- At the end of the paragraph starting with “**Payment Tracking Federal Projects**” add the sentence “ **Contractors and Subcontractors shall acknowledge Payments within 30 Days.**”

APPENDIX A TO DIVISION 100

- A-18 Starting on page A-18, Replace Section 1273 in the appendix with the current version dated June 25, 2026.

SECTION 201

STRUCTURAL EXCAVATION

- 201.24 Under ‘Pay Item’ add
- | | | |
|---------------|-----------------------|-------------|
| 201.24 | Removing Stump | Each |
|---------------|-----------------------|-------------|

SECTION 524

TEMPORARY STRUCTURAL SUPPORTS

- 524.06 Basis of Payment, in the item chart change the description of Item Number 524.301 from “Temporary Structural Support, Approaches” To “**Temporary Structural Support, _____**”

SECTION 639

ENGINEERING FACILITIES

- 639.01 Subsection 639.091 of the standard specification is deleted and replaced with the following:

“639.092 **Communication Services** The Contractor shall provide a secure, high-speed internet connection for the exclusive use of State personnel within the field office. The connection must remain active and functional for the entire duration of the project.

A. Performance Requirements:

- **Bandwidth:** The connection must deliver a minimum continuous download speed of **25 Mbps** and a minimum upload speed of **5 Mbps** per field office. For construction contracts over \$10 million, the minimum download speed shall scale to **50 Mbps**.
- **Latency:** The network latency must not exceed **80 milliseconds** round-trip to ensure stable connection to State VPN environments.
- **Data Allowance:** The service plan must include unlimited data, or a business-tier data allowance of no less than **200 GB per month per user**. Data throttling below the minimum required bandwidth speeds is prohibited.

B. Acceptable Technologies:

The Contractor may utilize any commercially available broadband technology that meets the performance requirements of Section A, including but not limited to:

- Cable or Fiber-optic broadband
- Fixed Wireless Access (FWA) or 4G LTE/5G Cellular Routers
- Low Earth Orbit (LEO) Satellite Systems (e.g., Starlink Business)

Traditional Geostationary (GEO) satellite internet systems (characterized by latencies exceeding 200 milliseconds) are explicitly prohibited unless a specific geographic exception is approved in writing by the Resident Engineer.

C. Hardware and Security:

- The Contractor shall supply a commercial-grade Wi-Fi router capable of supporting Wi-Fi 6 (802.11ax) standards.
- The field office network must be protected by a secure, unique WPA3 (or WPA2-Enterprise) password provided only to State personnel. A separate "guest" network must be configured if the Contractor's personnel share the physical connection.

The Contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Communication Service Provider (CSP) directly to the Contractor.

D. Waiver of Performance Requirements:

In locations where commercially available communication services are unable to meet one or more of the performance requirements specified in Section A, the Contractor may submit a written request to the Department for a waiver of the affected requirement(s). The request shall identify the requirement(s) that cannot be met, document the communication technologies reasonably available at the project location, and demonstrate that the proposed service represents the highest level of performance commercially available.

SECTION 643

TRAFFIC SIGNALS

643.19	Under 'Pay Item' replace		
643.83	Non-Invasive Detection – Stop Bar		Each
643.84	Non-Invasive Detection – Advance		Each
With the following:			
643.83	Video Detection System		Lump Sum
643.84	Interconnect Wire Between		Lump Sum

SECTION 652

MAINTENANCE OF TRAFFIC

- 652.2 Materials. Revise the second paragraph beginning with “ All signs shall be...” by adding the word “cones” to the second sentence so it reads in part
- “All barricades, **cones**, drums, and vertical panel markers shall be ...”
- 652.8.2 Revise the last paragraph beginning with “ There will be no payment...” by adding the following to the end:
- “There will be no payment for Maintenance of Traffic Control Devices during approved Contractor Requested Suspensions; The Contractor shall be responsible for maintaining all traffic control devices left in place during the suspension.”**

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

(C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

By signing and submitting a Bid, the Bidder acknowledges that this certification is to be furnished to the Maine Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract in anticipation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

For a related provisions, see Section 102.7.2 (C) of the Standard Specifications - "Effects of Signing and Delivery of Bids" - "Certifications", Section 3 of this Appendix A entitled "Other Federal Requirements" including section XI - "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and section XII. - "Certification Regarding Use of Contract Funds for Lobbying."

B. Bid Rigging Hotline To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 2 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Nondiscrimination & Civil Rights - Title VI The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with all State of Maine and other Federal Civil Rights laws.

For related provisions, see Subsection B - "Nondiscrimination and Affirmative Action - Executive Order 11246" of this Section 2 and Section 3 - Other Federal Requirements of this "Federal Contract Provisions Supplement" including section II - "Nondiscrimination" of the "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273.

B. Nondiscrimination and Affirmative Action - Executive Order 11246 Pursuant to Executive Order 11246, which was issued by President Johnson in 1965 and amended in 1967 and 1978, this Contract provides as follows.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be

based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.

Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring,

assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.

Validate all tests and other selection requirements.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

Start of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

§60-4.2 Solicitations

- (d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Goals for female participation in each trade</u>	6.9%
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Goals for minority participation for each trade

Maine

001 Bangor, ME	0.8%
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Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME (Androscoggin)	0.5%
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6403 Portland, ME (Cumberland, Sagadahoc)	0.6%
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Non-SMSA Counties: (Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)	0.5%
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated started and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.
 6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific

review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitation to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

End of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" ([expermnt.htm](https://www.fhwa.dot.gov/procurement/permits/expermnt.htm)) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following “Required Contract Provisions, Federal Aid Construction Contracts”, FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

Cargo Preference Act : Contractor and Subcontractor Clauses. “Use of United States-flag vessels: The contractor agrees—“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.”“(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”“(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The Cargo Preference Act requirements apply to materials or equipment that are acquired for a specific Federal-aid highway project. In general, the requirements are not applicable to goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project. However, if materials or equipment are acquired solely for a Federal-aid project, then the Cargo Preference Act requirements apply.”

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only).

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in

paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered

necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of

the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1. of this section refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the

character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the

eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the

extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor
undertaking to do work which is, or reasonably may be, done
as on-site work, shall give preference to qualified persons who
regularly reside in the labor area as designated by the DOL
wherein the contract work is situated, or the subregion, or the
Appalachian counties of the State wherein the contract work is
situated, except:

a. To the extent that qualified persons regularly residing in
the area are not available.

b. For the reasonable needs of the contractor to employ
supervisory or specially experienced personnel necessary to
assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to
present or former employees as the result of a lawful collective
bargaining contract, provided that the number of nonresident
persons employed under this subparagraph (1c) shall not
exceed 20 percent of the total number of employees employed
by the contractor on the contract work, except as provided in
subparagraph (4) below.

2. The contractor shall place a job order with the State
Employment Service indicating (a) the classifications of the
laborers, mechanics and other employees required to perform
the contract work, (b) the number of employees required in
each classification, (c) the date on which the participant
estimates such employees will be required, and (d) any other
pertinent information required by the State Employment
Service to complete the job order form. The job order may be
placed with the State Employment Service in writing or by
telephone. If during the course of the contract work, the
information submitted by the contractor in the original job order
is substantially modified, the participant shall promptly notify
the State Employment Service.

3. The contractor shall give full consideration to all qualified
job applicants referred to him by the State Employment
Service. The contractor is not required to grant employment to
any job applicants who, in his opinion, are not qualified to
perform the classification of work required.

4. If, within one week following the placing of a job order by
the contractor with the State Employment Service, the State
Employment Service is unable to refer any qualified job
applicants to the contractor, or less than the number
requested, the State Employment Service will forward a
certificate to the contractor indicating the unavailability of
applicants. Such certificate shall be made a part of the
contractor's permanent project records. Upon receipt of this
certificate, the contractor may employ persons who do not
normally reside in the labor area to fill positions covered by the
certificate, notwithstanding the provisions of subparagraph (1c)
above.

5. The provisions of 40 U.S.C. 14501 allow the contracting
agency to provide a contractual preference for the use of
mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1
through 4 of this Attachment A in every subcontract for work
which is, or reasonably may be, done as on-site work.

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **Maine Department of Transportation** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration** (herein referred to as "FHWA" is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.2(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Maine Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds,

leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - A. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, **Maine Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA's** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA** or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maine Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **FHWA Programs**. This ASSURANCE is binding on the State of Maine, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the **FHWA Programs**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Maine Department of Transportation
Dale F. Doughty, Commissioner
(Name of Recipient)

By: 
(Signature of Authorized Official)

Dated: 9-17-26

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Aviation Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA** as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Maine Department of Transportation** will accept title to the lands and maintain the project constructed thereon in accordance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), the Regulations for the Administration of **Federal Aviation Administration (FHWA) Program**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Maine Department of Transportation** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Maine Department of Transportation** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Maine Department of Transportation**, its successors and assigns.

The **Maine Department of Transportation**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **Maine Department of Transportation** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation

and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Maine Department of Transportation** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Maine Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Maine Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Maine Department of Transportation** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will there upon revert to and vest in and become the absolute property of **Maine Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to
-ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Environmental Summary Sheet

WIN: 22458.00

Date Submitted: 8/10/2026

Town: Rockland, Route 1

CPD Team Leader: Joshua Brown

ENV Field Contact (Regional Coordinator): Hannah Johnson

NEPA Complete: NEPA certified on 1/5/2023, pursuant to 23 CFR 771.117)(c)(26)

Section 106

Review Complete: No Effect

Section 106 Resources: none

Section 4(f) and 6(f)

Section 4(f)

No 4(f) properties

Section 6(f)

No takes

Maine Department of Inland Fisheries and Wildlife Essential Habitat

Essential Habitat not mapped within the projects site

Section 7

Species of Concern: Atlantic Salmon -No Effect
Northern Long-eared Bat-No Effect
Canada Lynx-Not Likely to Adversely Affect

Essential Fish Habitat

Essential Habitat not mapped within the project site

Maine Department of Agriculture, Conservation, and Forestry

Public Lands, Submerged Land Lease: NA

Maine Land Use Planning Commission: NA

Maine Department of Environmental Protection

NA, not within jurisdiction

Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

NA, not within jurisdiction

Stormwater Review

NA

Hazardous Materials Review

NA, based on scope

Special Provisions Required

Special Provision 203 – Streambed Material

N/A ☒ Applicable ☐

Special Provision 105-Environmental Requirements

N/A ☒ Applicable ☐

Standard Specification 656-Erosion Control Plan

N/A ☐ Applicable ☒

Special Provision 610 – Rock Bands and Banklines

N/A ☒ Applicable ☐

Special Provision 203-Dredge Spec

N/A ☒ Applicable ☐