

Updated 05/15/2020

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 2020 Edition.*

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 Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@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

PIN:

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

PIN:

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

PIN:

Town:

Name of Contractor:

October 16, 2001

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

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder shall submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid. This is a curable bid defect.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form should be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact The Office of Civil Rights at (207) 624-3066.

MDOTs DBE Directory of Certified firms can also be obtained at <https://www.maine.gov/mdot/civilrights/dbe/>

INSTRUCTIONS FOR PREPARING THE MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION 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.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone, fax number and e-mail address.

Calculate and provide percentage of your bid that will be allocated to DBE firms, Federal Project Identification Number, and location of the Project work.

In the columns, name each subcontractor, DBE and non-DBE firm to be used, provide the Unit/Item cost of the work/product to be provided by the subcontractor, give a brief description and the dollar value of the work.

Revised 1/12

DBE GOAL NOTICE FFY 2019-2021
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.

For FFY 2019-21 (October 1, 2018 through September 30, 2021) MaineDOT has established an annual DBE participation goal of **2.4%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2021. Maine DOT 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 placing 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 2.4% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<https://www.maine.gov/mdot/civilrights/docs/dbe/WeeklyDBEVendorList.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

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**MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR
PROPOSED UTILIZATION FORM**

All Bidders must furnish this form with their bid on Bid Opening day

Contractor: _____ Telephone: _____ Ext _____

Contact Person: _____ Fax: _____

E-mail: _____

BID DATE: _____

FEDERAL PROJECT PIN # _____ PROJECT LOCATION: _____

TOTAL ANTICIPATED DBE _____% PARTICIPATION FOR THIS CONTRACT

W B E	D B E	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost Per Unit/Item	Anticipated \$ Value
Subcontractor Total >							
DBE Total >							

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL
FEDERALLY FUNDED MAINE DOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

Form received: ____/____/____ Verified by: _____

FHWA ☐

FTA ☐

FAA ☐

**For a complete list of certified firms and company designation (WBE/DBE) go to
<http://www.maine.gov/mdot/civilrights/>**

Rev. 01/15

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) 624-3066

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 **Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the City of Presque Isle**" 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 June 24, 2020 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. 2372300 WIN 23723.00.

Location: In Aroostook County, project is in Presque Isle on US Route 1 beginning 0.06 miles north of Westfield/Presque Isle town line, extending northerly 5.61 miles.

Outline of Work: Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements and other incidental work.

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 **George Macdougall** 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.

Specifications and bid forms may be seen at the MaineDOT Building in Augusta, Maine, and at the Department of Transportation's Regional Office in Presque Isle. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

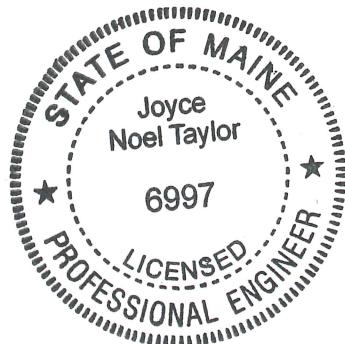
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of **\$130,000** payable to Treasurer, 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 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
June 3, 2020



JOYCE NOEL TAYLOR 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)

5/26/2020

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 4

Proposal ID: 023723.00

Project(s): 023723.00

SECTION: 1 HIGHWAY ITEMS

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	202.202 REMOVING PAVEMENT SURFACE	99,300.000 SY	_____	_____	_____	_____
0020	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	10,560.000 T	_____	_____	_____	_____
0030	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	280.000 T	_____	_____	_____	_____
0040	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	10,600.000 T	_____	_____	_____	_____
0050	409.15 BITUMINOUS TACK COAT - APPLIED	4,830.000 G	_____	_____	_____	_____
0060	603.17 18 INCH CULVERT PIPE OPTION I	100.000 LF	_____	_____	_____	_____
0070	603.199 24 INCH CULVERT PIPE OPTION III	260.000 LF	_____	_____	_____	_____
0080	603.209 30 INCH CULVERT PIPE OPTION III	80.000 LF	_____	_____	_____	_____
0090	604.161 ALTERING CATCH BASIN	3.000 EA	_____	_____	_____	_____
0100	605.09 6 INCH UNDERDRAIN TYPE B	400.000 LF	_____	_____	_____	_____
0110	605.10 6 INCH UNDERDRAIN OUTLET	30.000 LF	_____	_____	_____	_____
0120	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	1,765.625 LF	_____	_____	_____	_____

5/26/2020

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 023723.00

Project(s): 023723.00

SECTION: 1 HIGHWAY ITEMS

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
0130	606.1303 31" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	125.000 LF	_____	 _____	_____	 _____
0140	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	3.000 EA	_____	 _____	_____	 _____
0150	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	8.000 EA	_____	 _____	_____	 _____
0160	606.356 UNDERDRAIN DELINEATOR POST	14.000 EA	_____	 _____	_____	 _____
0170	606.754 WIDEN SHOULDER FOR FLARED GUARDRAIL TERMINAL	3.000 EA	_____	 _____	_____	 _____
0180	609.31 CURB TYPE 3	1,220.000 LF	_____	 _____	_____	 _____
0190	610.08 PLAIN RIPRAP	140.000 CY	_____	 _____	_____	 _____
0200	615.07 LOAM	820.000 CY	_____	 _____	_____	 _____
0210	618.13 SEEDING METHOD NUMBER 1	132.000 UN	_____	 _____	_____	 _____
0220	618.14 SEEDING METHOD NUMBER 2	132.000 UN	_____	 _____	_____	 _____
0230	619.12 MULCH	264.000 UN	_____	 _____	_____	 _____
0240	620.58 EROSION CONTROL GEOTEXTILE	1,640.000 SY	_____	 _____	_____	 _____

5/26/2020

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 023723.00

Project(s): 023723.00

SECTION: 1 HIGHWAY ITEMS

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
0250	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	88,820.000 LF	_____	_____	_____	_____
0260	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	70.000 SF	_____	_____	_____	_____
0270	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	177,630.000 LF	_____	_____	_____	_____
0280	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	480.000 HR	_____	_____	_____	_____
0290	631.133 SKID STEER (INCLUDING OPERATOR)	20.000 HR	_____	_____	_____	_____
0300	631.14 GRADER (INCLUDING OPERATOR)	90.000 HR	_____	_____	_____	_____
0310	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	90.000 HR	_____	_____	_____	_____
0320	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	960.000 HR	_____	_____	_____	_____
0330	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	20.000 HR	_____	_____	_____	_____
0340	639.18 FIELD OFFICE TYPE A	1.000 EA	_____	_____	_____	_____
0350	652.33 DRUM	40.000 EA	_____	_____	_____	_____

5/26/2020

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 023723.00

Project(s): 023723.00

SECTION: 1 HIGHWAY ITEMS

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
0360	652.34 CONE	100.000 EA	_____	_____	_____	_____
0370	652.35 CONSTRUCTION SIGNS	650.000 SF	_____	_____	_____	_____
0380	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	140.000 CD	_____	_____	_____	_____
0390	652.38 FLAGGER	5,400.000 HR	_____	_____	_____	_____
0400	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM	_____	_____	_____
0410	659.10 MOBILIZATION	LUMP SUM	LUMP SUM	_____	_____	_____
Section: 1			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 023723.00 for Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the City of Presque Isle, County of Aroostook**, 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, within **89 Working Days**. 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 2020 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 _____

\$_____ 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 2020 Edition, Standard Details March 2020 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 the 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 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 023723.00 for Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the City of Presque Isle, County of Aroostook,

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 2020 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 2020 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, 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 023723.00 for Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the City of Presque Isle, County of Aroostook**, 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, within **89 Working Days**. 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 2020 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 _____

\$_____ 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 2020 Edition, Standard Details March 2020 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 the 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 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 023723.00 for Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the City of Presque Isle, County of Aroostook,

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 2020 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 2020 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, 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, PIN No.01**12345.00**, 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 **December 31, 2020**. 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 2020 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 2020 Edition, Standard Details March 2020 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 2020 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 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 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 2020 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 2020 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: Bruce A. Van Note, Commissioner

(Witness)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION



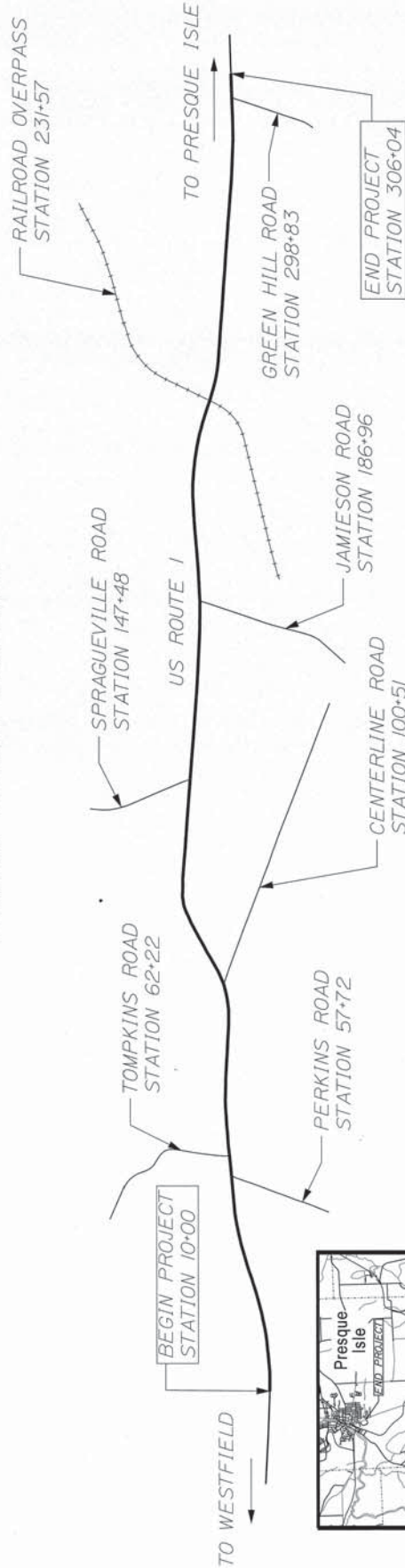
PRESQUE ISLE

AROOSTOOK COUNTY

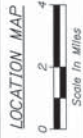
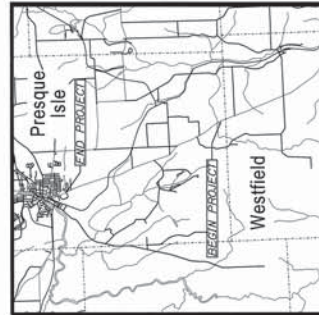
US ROUTE 1

FEDERAL PROJECT NO. 2372300

PROJECT LENGTH : 5.61 MILES

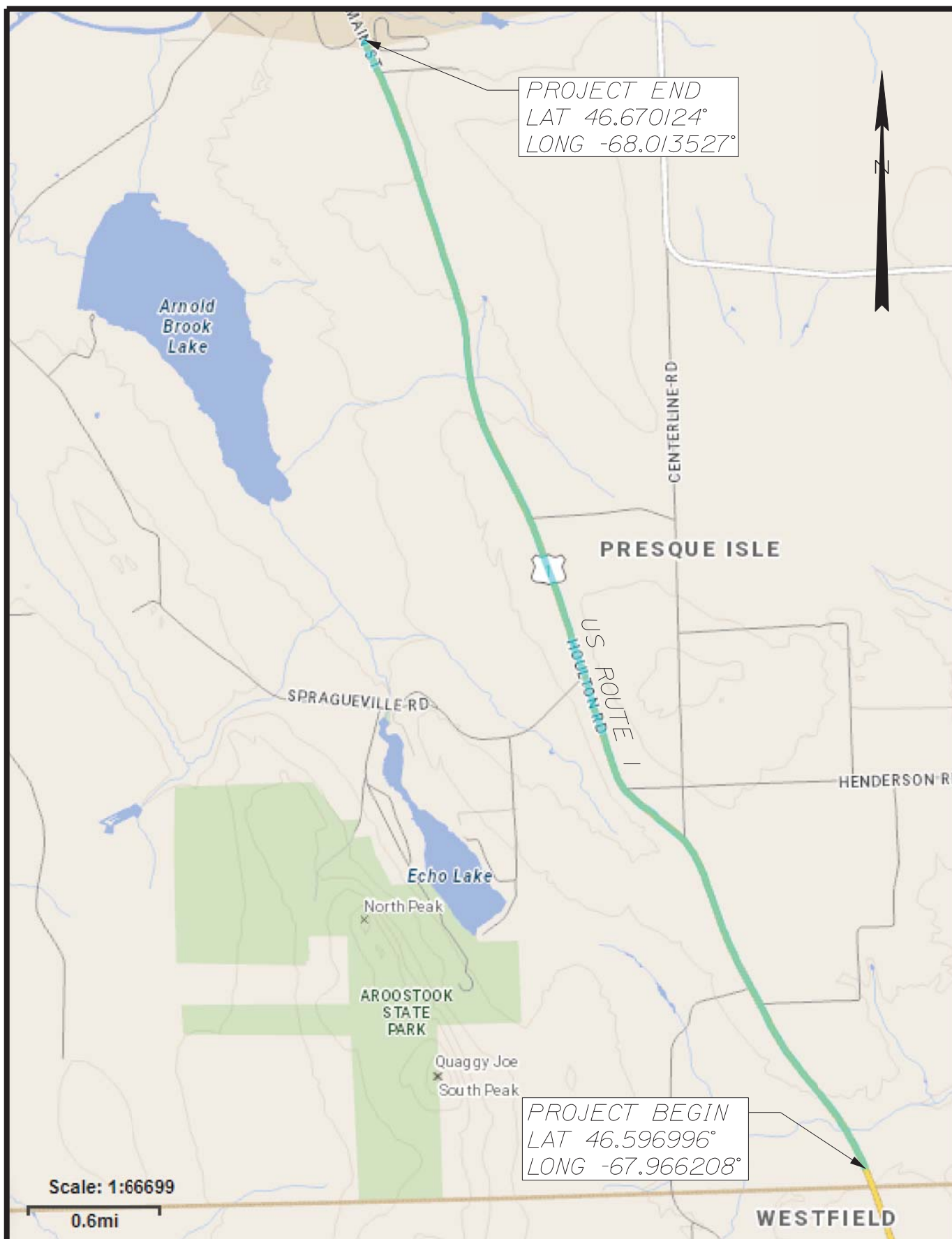


TRAFFIC DATA	
Current (2019) AADT	7050
Future (2031) AADT	7470
DHV - % of AADT	11%
Design Hour Volume	822
% Heavy Trucks (AADT)	9%
Directional Distribution (DHV)	56%
Design Speed (mph)	55
Functional Class:	OTHER PRINCIPAL ARTERIAL
Corridor Priority	1



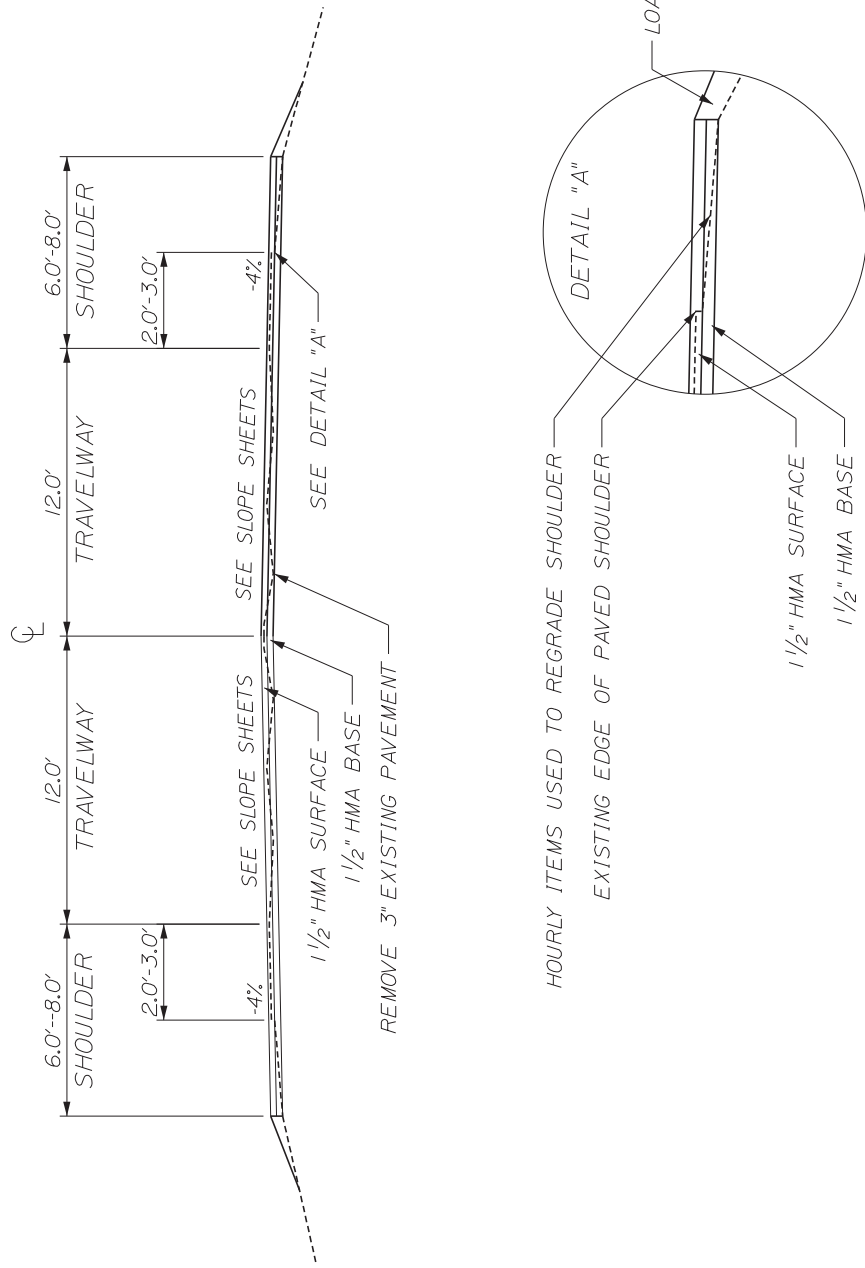
PROJECT LOCATION:	BEGINNING 0.06 MILES NORTH OF WESTFIELD/PRESQUE ISLE TOWN LINE, EXTENDING NORTHERLY 5.61 MILES.
PROGRAM AREA:	HIGHWAY PROGRAM
SCOPE OF WORK:	3" MILL AND FILL

PRESQUE ISLE US ROUTE 1 TITLE SHEET		SHEET NUMBER 1 OF 1
WIN 23723.00 FEDERAL PROJECT NO. 2372300		
PROJECT INFORMATION PROGRAM: HIGHWAY PROGRAM PROJECT MANAGER: ROGER SACKY DESIGNER: ROGER SACKY DATE: 5/24/2020 P.E. NUMBER: 5124/2020 SIGNATURE: [Signature] STATE OF MAINE PROFESSIONAL ENGINEER		
STATE OF MAINE DEPARTMENT OF TRANSPORTATION APPROVED: [Signature] COMMISSIONER: [Signature] DATE: 5-28-2020 CHIEF ENGINEER: [Signature]		



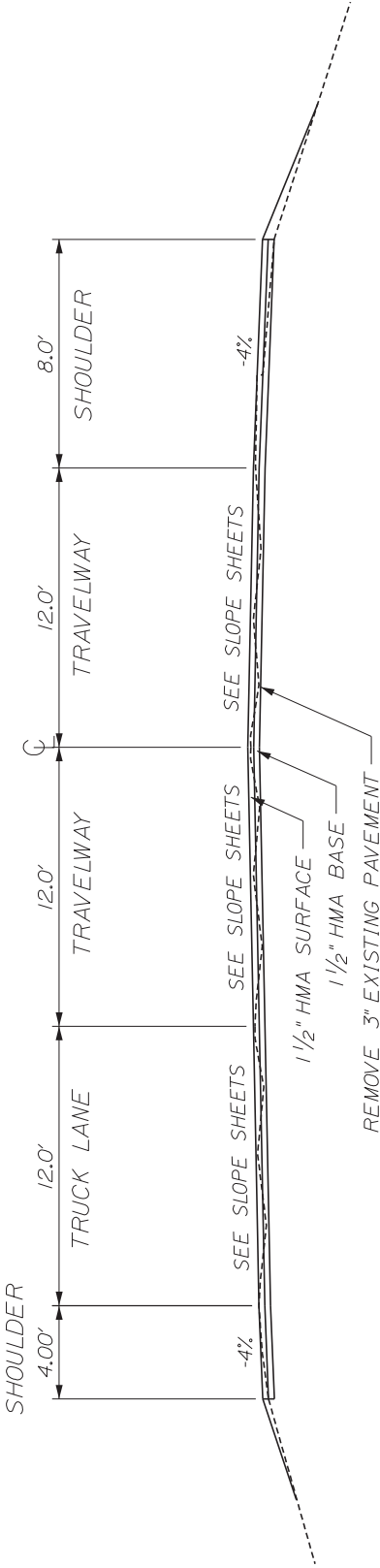
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	US ROUTE 1 PRESQUE ISLE AROOSTOOK COUNTY	SHEET NUMBER 1
23723.00	LOCATION MAP	OF 1 34

3" MILL AND FILL
TRAVELWAY AND SHOULDER



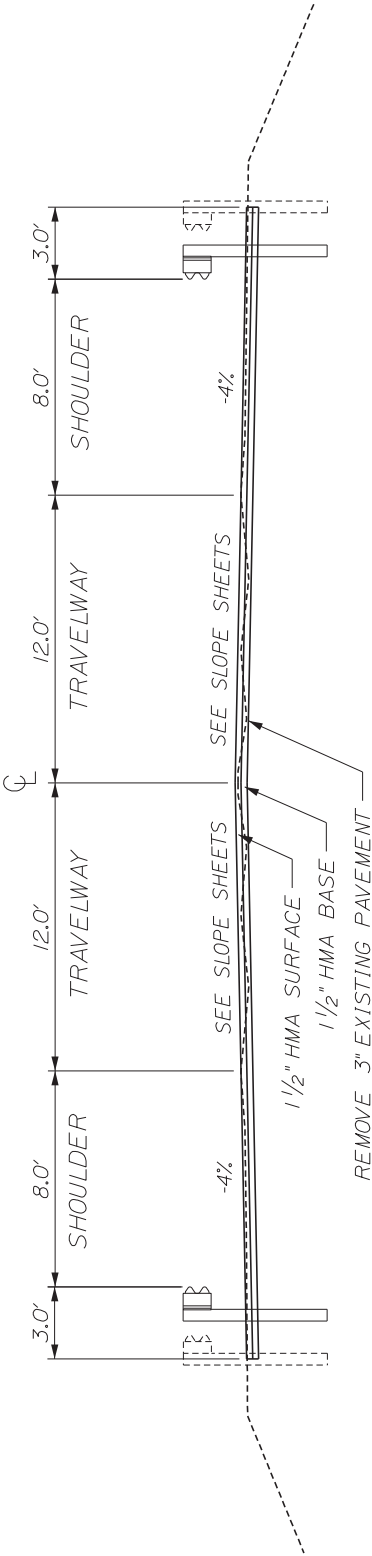
PRESQUE ISLE US ROUTE 1		STATE OF MAINE DEPARTMENT OF TRANSPORTATION		NOT TO SCALE	
TYPICAL SECTIONS		2372300		HIGHWAY PLANS	
WIN 23723.00		2372300		1 OF 5	

3" MILL AND FILL
TRAVELWAY, TRUCKLANE AND SHOULDER



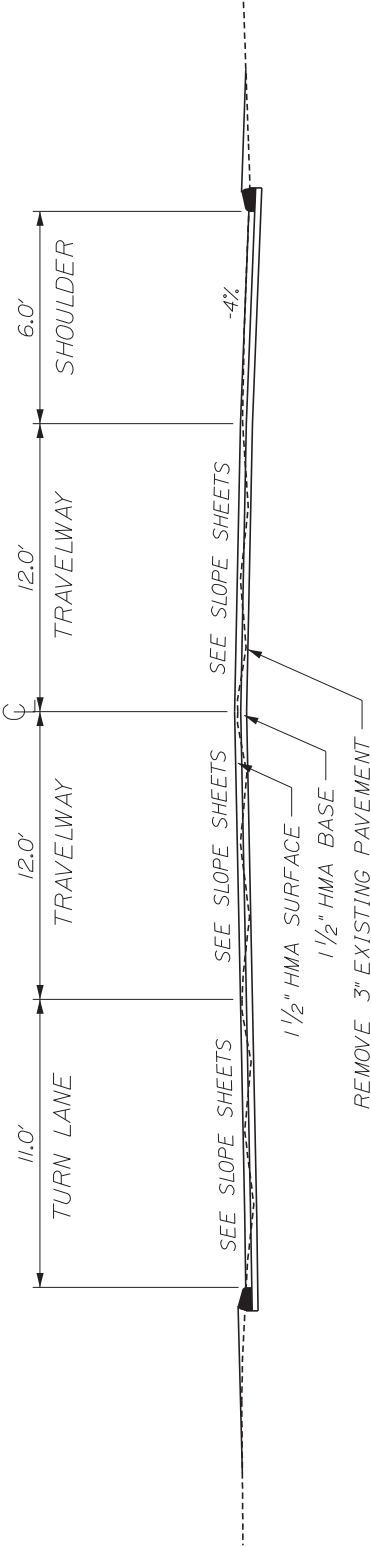
PRESQUE ISLE US ROUTE 1		STATE OF MAINE DEPARTMENT OF TRANSPORTATION		NOT TO SCALE
TYPICAL SECTIONS		2372300 HIGHWAY PLANS		SHEET NUMBER 2 OF 5
		WIN 23723.00		

3" MILL AND FILL
NEW GUARD RAIL SECTIONS



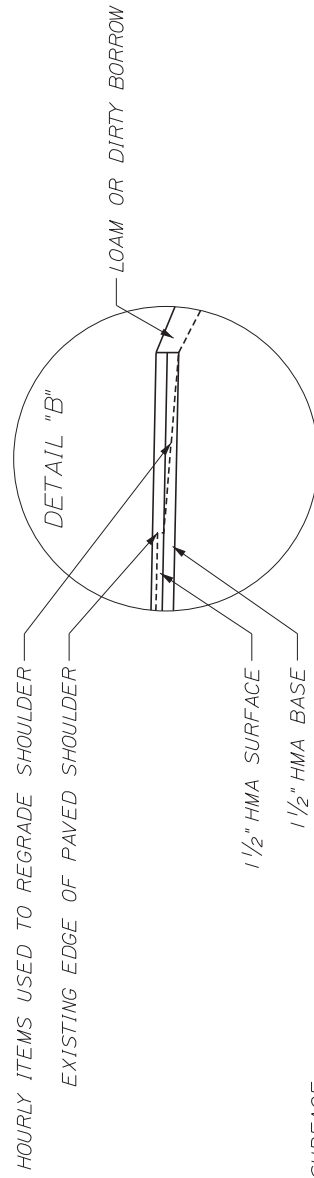
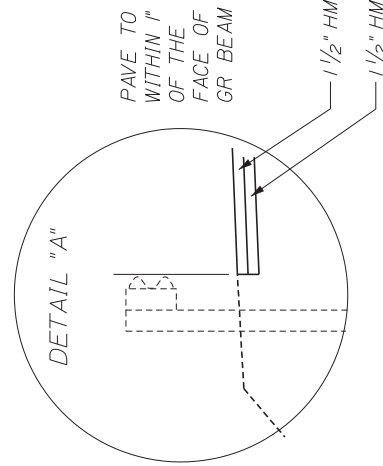
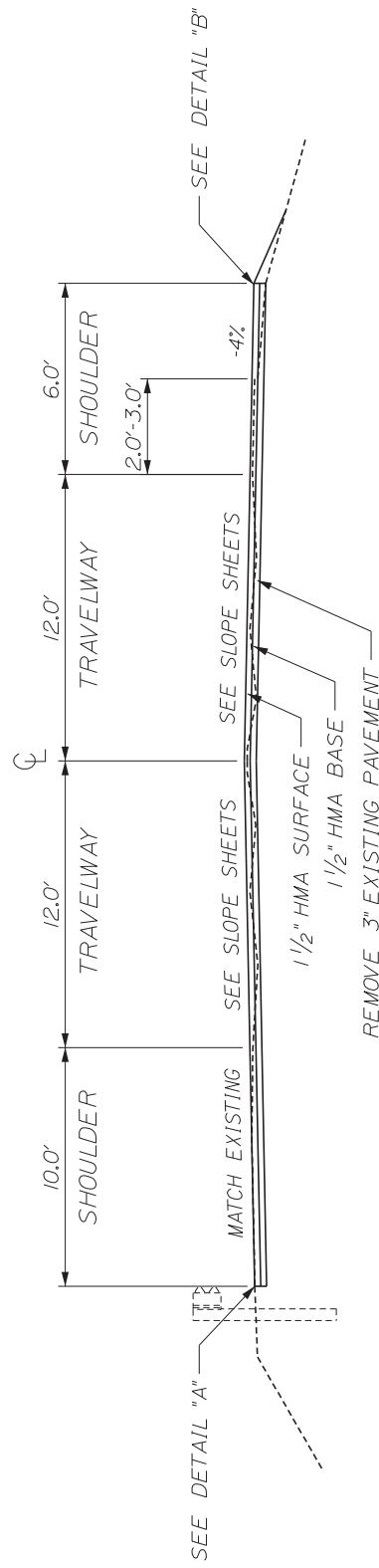
PRESQUE ISLE US ROUTE 1		STATE OF MAINE DEPARTMENT OF TRANSPORTATION		NOT TO SCALE	
TYPICAL SECTIONS		2372300		3 OF 5	
		WIN 23723.00		HIGHWAY PLANS	

3" MILL AND FILL
TRAVELWAY, TURN LANE AND SHOULDER



PRESQUE ISLE US ROUTE 1			STATE OF MAINE DEPARTMENT OF TRANSPORTATION	NOT TO SCALE
TYPICAL SECTIONS				
			WIN 23723.00	SHEET NUMBER 4 OF 5
			2372300 HIGHWAY PLANS	

3" MILL AND FILL EXISTING GUARD RAIL OR SHOULDER WIDENING



NOT TO SCALE

PRESQUE ISLE US ROUTE 1 TYPICAL SECTIONS	STATE OF MAINE DEPARTMENT OF TRANSPORTATION		SHEET NUMBER 5 OF 5
	WIN 23723.00	2372300 HIGHWAY PLANS	

<u>Project Stationing</u>		
<u>Left</u>	<u>Station</u>	<u>Right</u>
	135+74	Pole 1020
	131+18	Pole 1018
	126+72	Pole 1016
	122+86	Pole 976
	119+29	Pole 974
	119+04	Henderson Road
	114+31	Pole 972
	109+16	Pole 970
	104+13	Pole 968
	100+51	Center Line Road
	99+27	Pole 966
	94+35	Pole 964
	89+46	Pole 962
	84+52	Pole 960
	79+58	Pole 958
	74+57	Pole 956
	69+96	Pole 954
	65+17	Pole 952
Tomkins Road	62+22	
	60+23	Pole 950
	57+72	Perkins Road
	55+74	Pole 948
	51+02	Pole 946
	46+39	Pole 944
	41+56	Pole 942
	36+84	Pole 918
	31+42	Pole 916
	10+11	Pole 911
Begin Project	10+00	Begin Project

<u>Project Stationing</u>		
<u>Left</u>	<u>Station</u>	<u>Right</u>
	239+50	Pole 1070
	233+67	Pole 1068
Bridge over pass 0106	231+57	Bridge over pass 0106
Pole 1066	230+26	
Pole 1064	225+97	
Pole 1062	221+22	
Pole 1060	217+19	
Pole 1058	213+29	
Pole 1056	209+16	
Pole 1054	204+56	
Pole 1052	199+90	
	196+09	Pole 1050
	193+08	Pole 1048
	189+67	Pole 1046
	186+96	Jamieson Road
	186+47	Pole 1044.5
	182+89	Pole 1043
	178+35	Pole 1041
	173+87	Pole 1039
	169+07	Pole 1037
	164+39	Pole 1035
	160+00	Pole 1033
	157+30	Pole 1031
	153+29	Pole 1029
	149+28	Pole 1027
Spragueville Road	147+48	
	146+90	Pole 1025
	142+78	Pole 1023
	138+95	Pole 1021.5

<u>Project Stationing</u>		
<u>Left</u>	<u>Station</u>	<u>Right</u>
End Project	306+04	End Project
	304+97	Pole 1103
	300+99	Pole 1101
	298+83	Green Hill Street
	297+36	Pole 1099
	293+52	Pole 1097
	289+30	Pole 1095
	285+02	Pole 1093
	280+19	Pole 00792
	275+62	Pole 1089
	271+93	Pole 1087
	270+25	Pole 00804
	267+26	Pole 1085
	263+18	Pole 1083
	260+20	Pole 1081
	257+52	Pole 1079
	253+36	Pole 1077
Pole 1075	249+16	
	243+44	Pole 1072

Construction Notes

202.202 Removing Pavement Surface

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width</u>	<u>Side</u>	<u>Depth</u>	<u>Description</u>
10+00	-	12+00	15'	RT	3"	Mainline & Shoulder
10+00	-	12+50	15'	LT	3"	Mainline & Shoulder
12+00	-	25+00	12'	RT	3"	Mainline
12+50	-	28+50	12'	LT	3"	Mainline
12+00	-	25+00	10'	RT	3"	Shoulder
12+50	-	28+50	10'	LT	3"	Shoulder
25+00	-	228+00	15'	RT	3"	Mainline & Shoulder
28+50	-	228+00	15'	LT	3"	Mainline & Shoulder
154+57	-	153+12	12'	LT	3"	Turning Lane
228+00	-	235+00	24'	LT/RT	3"	Mainline
228+00	-	235+00	20'	LT/RT	3"	Shoulder
235+00	-	306+04	15'	RT	3"	Mainline & Shoulder
235+00	-	281+03	15'	LT	3"	Mainline & Shoulder
281+03	-	306+04	12'	LT	3"	Mainline
281+03	-	306+04	12'	LT	3"	Truck lane & Shoulder

<u>Intersections</u>	<u>Station</u>	<u>Width</u>	<u>Depth</u>
Perkins Road	57+72 RT	Variable	3"
Tompkins Road	62+22 LT	Variable	3"
Centerline Road	100+51 RT	Variable	3"
Henderson Road	119+04 RT	Variable	3"
Spragueville Road	147+48 LT	Variable	3"
Jamieson Road	186+96 RT	Variable	3"
Green Hill Road	298+83 RT	Variable	3"

- 1,000 CY of millings/grindings will become property of the State of Maine and will be delivered and stockpiled at the Mars Hill Maintenance Camp in Mars Hill located on US Route 1, 1.29 miles from the Westfield/Mars Hill town line. The remainder of the millings/grindings will become property of the contractor. Payment for delivery and stockpiling will be incidental to Item 202.202. Stockpiling shall include all equipment, personnel, and all other necessary incidentals required to construct stockpiles as per normal construction practices.
- If Macadam is encountered while milling, mill depth shall decrease to leave a minimum of ½" pavement over macadam layer.
- Milling depths may be adjusted +/- ½" to accommodate the complete removal of the maintenance pavement layers.
- Any additional milling needed to match paved drives will be paid for under this item.

Construction Notes

403.2081 12.5mm Polymer Modified Hot Mix Asphalt 12.5mm Surface

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width</u>	<u>Side</u>	<u>Depth</u>	<u>Description</u>
10+00	-	12+00	18'	RT	1.5"	Mainline & Shoulder
10+00	-	12+50	18'	LT	1.5"	Mainline & Shoulder
12+00	-	25+00	12'	RT	1.5"	Mainline
12+50	-	28+50	12'	LT	1.5"	Mainline
12+00	-	25+00	10'	RT	1.5"	Shoulder
12+50	-	28+50	10'	LT	1.5"	Shoulder
25+00	-	104+00	18'	RT	1.5"	Mainline & Shoulder
28+50	-	105+00	18'	LT	1.5"	Mainline & Shoulder
104+00	-	110+50	23'	RT	1.5"	Mainline & Shoulder
105+00	-	110+50	23'	LT	1.5"	Mainline & Shoulder
110+50	-	221+00	18'	RT	1.5"	Mainline & Shoulder
110+50	-	221+75	18'	LT	1.5"	Mainline & Shoulder
221+00	-	226+00	23'	RT	1.5"	Mainline & Shoulder
221+75	-	226+50	23'	LT	1.5"	Mainline & Shoulder
154+57	-	153+12	11'	LT	1.5"	Turning Lane
226+50	-	235+00	12'	LT	1.5"	Mainline
226+00	-	235+00	12'	RT	1.5"	Mainline
226+50	-	235+00	10'	LT	1.5"	Shoulder
226+00	-	235+00	10'	RT	1.5"	Shoulder
235+00	-	306+04	20'	RT	1.5"	Mainline & Shoulder
235+00	-	281+03	20'	LT	1.5"	Mainline & Shoulder
281+03	-	306+04	20'	LT	1.5"	Mainline
281+03	-	306+04	20'	LT	1.5"	Truck lane & Shoulder

<u>Intersections</u>	<u>Station</u>	<u>Width</u>	<u>Depth</u>
Perkins Road	57+72 RT	Variable	1.5"
Tompkins Road	62+22 LT	Variable	1.5"
Centerline Road	100+51 RT	Variable	1.5"
Henderson Road	119+04 RT	Variable	1.5"
Spragueville Road	147+48 LT	Variable	1.5"
Jamieson Road	186+96 RT	Variable	1.5"
Green Hill Road	298+83 RT	Variable	1.5"

Construction Notes

403.209 Hot Mix Asphalt 9.5 mm

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width</u>	<u>Side</u>	<u>Depth</u>	<u>Description</u>
74+25	-	75+85	10'	RT	2"	Perry's Mini Mart
259+85	-	262+85	10'	RT	2"	Percy's Auto Sales
267+50	-	269+00	10'	LT	2"	McClusky's RV
269+00	-	271+00	10'	RT	2"	ARTS

- All gravel drives shall receive a 3' paved apron and all paved drives will be matched at Residents direction.

403.2131 12.5mm Polymer Modified Hot Mix Asphalt 12.5mm Base

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width</u>	<u>Side</u>	<u>Depth</u>	<u>Description</u>
10+00	-	12+00	18'	RT	1.5"	Mainline & Shoulder
10+00	-	12+50	18'	LT	1.5"	Mainline & Shoulder
12+00	-	25+00	12'	RT	1.5"	Mainline
12+50	-	28+50	12'	LT	1.5"	Mainline
25+00	-	104+00	18'	RT	1.5"	Mainline & Shoulder
28+50	-	105+00	18'	LT	1.5"	Mainline & Shoulder
104+00	-	110+50	23'	RT	1.5"	Mainline & Shoulder
105+00	-	110+50	23'	LT	1.5"	Mainline & Shoulder
110+50	-	221+00	18'	RT	1.5"	Mainline & Shoulder
110+50	-	221+75	18'	LT	1.5"	Mainline & Shoulder
221+00	-	226+00	23'	RT	1.5"	Mainline & Shoulder
221+75	-	226+50	23'	LT	1.5"	Mainline & Shoulder
154+57	-	153+12	11'	LT	1.5"	Turning Lane
226+50	-	235+00	12'	LT	1.5"	Mainline
226+00	-	235+00	12'	RT	1.5"	Mainline
235+00	-	306+04	20'	RT	1.5"	Mainline & Shoulder
235+00	-	281+03	20'	LT	1.5"	Mainline & Shoulder
281+03	-	306+04	20'	LT	1.5"	Mainline
281+03	-	306+04	20'	LT	1.5"	Truck lane & Shoulder

<u>Intersections</u>	<u>Station</u>	<u>Width</u>	<u>Depth</u>
Perkins Road	57+72 RT	Variable	1.5"
Tompkins Road	62+22 LT	Variable	1.5"
Centerline Road	100+51 RT	Variable	1.5"
Henderson Road	119+04 RT	Variable	1.5"
Spragueville Road	147+48 LT	Variable	1.5"
Jamieson Road	186+96 RT	Variable	1.5"
Green Hill Road	298+83 RT	Variable	1.5"

Construction Notes

603.17 18" Culvert Pipe Option I

<u>Description</u>	<u>Station</u>	<u>Side</u>	<u>Length</u>
Replace existing drive pipe	244+17	RT	30'
Replace existing drive pipe	281+61	RT	40'

603.199 24" Culvert Pipe Option III

<u>Description</u>	<u>Station</u>	<u>Length</u>
Replace existing cross pipe	50+94	80'
Replace existing cross pipe	56+24	80'
Replace existing cross pipe	129+81	100'

603.209 30" Culvert Pipe Option III

<u>Description</u>	<u>Station</u>	<u>Length</u>
Replace existing cross pipe	38+71	80'

604.161 Altering Catch Basin

<u>Station</u>	<u>Side</u>
147+24	RT
147+80	RT
230+37	LT

605.09 6" Underdrain Type B

<u>Station to Station</u>	<u>Side</u>
174+82 to 178+82	RT

606.1301 31" Midway Splice Rail

<u>Station</u>	<u>Offset</u>	<u>To</u>	<u>Station</u>	<u>Offset</u>
105+50 LT	20'	-	110+25 LT	20'
104+60 RT	20'	-	108+85 RT	20'
221+25 RT	20'	-	225+75 RT	20'
222+00 LT	20'	-	226+25 LT	20'

Construction Notes

606.1303 31" Midway Splice 15' Radius Or Less

<u>Station</u>	<u>Side</u>	<u># of Rails</u>
110+25	LT	2
221+25	RT	2
225+75	RT	2
222+00	LT	2
226+25	LT	2

606.1305 31" Midway Splice Terminal End

<u>Station</u>	<u>Offset</u>	<u>To</u>	<u>Station</u>	<u>Offset</u>
104+22.5 RT	24'	-	104+60 RT	20'
105+12.5 LT	24'	-	105+50 LT	20'
108+85 RT	20'	-	109+22.5 RT	24'

606.356 Underdrain Delineator Post

<u>Station</u>	<u>Side</u>	<u>Station</u>	<u>Side</u>
145+75	LT	153+97	LT
148+85	LT	159+40	RT
150+56	LT	174+68	LT
151+85	LT	174+82	RT
152+00	LT	175+00	RT
152+62	LT	176+37	LT
152+86	LT	176+89	RT

606.754 Widen Shoulder For Guardrail 350 Flared Terminal

<u>Station</u>	<u>Side</u>
104+22.5	RT
109+22.5	RT
105+12.5	LT

Stations given here represent the mid point of the flare and shall be constructed following the Standard Detail.

Construction Notes

609.31 Curb Type 3

<u>Station</u>	to	<u>Station</u>	<u>Side</u>
145+75	-	148+85	LT
146+00	-	148+50	RT
150+56	-	151+85	LT
152+00	-	152+62	LT
152+86	-	153+97	LT
174+68	-	176+37	LT
175+00	-	176+89	RT

- Curb shall be type 3 mold 3

610.08 Plain Riprap

<u>Station</u>	to	<u>Station</u>	<u>Side</u>
304+04	-	306+04	LT

- In addition to areas called out above rip rap pads will be placed on the inlet and outlet of all new pipes installed.

627.733 4" White or Yellow Painted Pavement Marking Line

- Final striping will not commence until 10 days have elapsed from the completion of surface pavement and must be completed within 20 days of the completion of surface pavement. Unless otherwise directed, failure to comply will result in a Traffic Control Violation.
- Once construction is complete, Maintenance of Traffic Control Devices (652.36) will not be paid while waiting to final stripe.
- Once construction is complete, liquidated damages will not be charged while waiting to final stripe.

Construction Notes

627.78 Temporary 4" Painted Pavement Marking Line, White or Yellow

- Temporary center lines shall be painted on all matched pavement within one week.
- Temporary edge lines shall be painted on all pavement layers within four weeks.
- All temporary lines shall be painted prior to final striping.
- Multilane sections, truck lanes, and milled surfaces must be striped daily on all matched pavement layers.
- TOMs must be used on all pavement layers until temporary paint is applied.
- TOMs will be removed before final striping.
- TOM removal will be addressed in the Traffic Control Plan.
- Only painted temporary line will be paid under this item. TOMs will be considered incidental to the contract.

631 Hourly Items

Primary use of the 631.12 All Purpose Excavator and 631.172 Truck-Large items will be for removal of excess material from in-slopes, ditches, and culvert ends as directed by the Resident. 631.14 Grader and 631.15 roller are estimated for shoulder widening.

652.35 Construction Signs

“ROAD WORK NEXT 6 MILES” signs are to be used on each end of the project as part of the approach sign package.

CROSS SLOPE SHEET

Left Slope %	Station	Right Slope %	Left Slope %	Station	Right Slope %	Left Slope %	Station	Right Slope %
-4.0	93+50	4.0	-2.0	140+00	-2.0			
-4.0	93+00	3.0	-3.5	139+50	-2.0			
-4.0	92+50	2.0	-3.5	139+00	-2.0			
-4.0	92+00	0.5	-3.0	138+50	-2.0	Match	306+04	Match
-3.0	91+50	-1.0	-3.0	138+00	-2.0	-2.0	306+00	-2.0
-2.0	91+00	-2.0	-2.5	137+50	-2.0			
			-2.0	137+00	-2.0	-2.0	252+00	-2.0
-2.0	52+50	-2.0				-3.0	251+50	-2.0
-1.0	52+00	-2.0	-2.0	128+50	-2.0			
0.5	51+50	-2.0	-3.0	128+00	-2.0	-3.0	243+00	-2.0
1.0	51+00	-2.0	-3.0	127+50	-2.0	-3.0	242+50	-1.0
2.0	50+50	-2.0	-3.0	127+00	-3.0	-3.0	242+00	1.0
3.0	50+00	-2.0	-1.5	126+50	-4.0	-4.0	241+50	2.0
			0.0	126+00	-4.0			
3.0	48+00	-2.0	1.5	125+50	-4.0	-4.0	231+50	2.0
3.0	47+50	-3.0	3.0	125+00	-4.0	-4.0	231+00	1.0
			4.0	124+50	-4.0	-3.0	230+50	-1.0
3.0	44+00	-3.0	5.0	124+00	-4.0	-2.0	230+00	-2.0
3.0	43+50	-4.0				-1.0	229+50	-2.0
			5.0	114+50	-4.0	0.0	229+00	-2.0
3.0	41+50	-4.0	4.0	114+00	-4.0	1.0	228+50	-2.0
2.0	41+00	-4.0	3.0	113+50	-4.0	2.0	228+00	-2.0
2.0	40+50	-4.0	2.0	113+00	-3.5			
1.0	40+00	-3.5	0.5	112+50	-3.0	2.0	218+50	-2.0
0.0	39+50	-3.5	-1.0	112+00	-2.5	2.0	218+00	-3.0
-1.0	39+00	-3.0	-2.0	111+50	-2.0	2.0	217+50	-3.0
						3.0	217+00	-3.0
-1.0	38+50	-3.0	-2.0	106+50	-2.0			
-1.0	38+00	-2.0	-3.0	106+00	-1.0	3.0	205+50	-3.0
			-4.0	105+50	0.0	2.0	205+00	-3.0
-1.0	37+00	-2.0	-4.0	105+00	1.0	1.0	204+50	-2.5
-2.0	36+50	-2.0	-4.0	104+50	2.0	0.0	204+00	-2.5
			-4.0	104+00	3.0	-1.0	203+50	-2.0
-2.0	10+50	-2.0	-4.0	103+50	3.5	-1.5	203+00	-3.0
Match	10+00	Match	-4.0	103+00	4.0	-2.0	202+50	-2.0

GENERAL NOTES

1. Pavement thicknesses shown on the typical sections are intended to be nominal.
2. 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.
3. 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.
4. All inslope and ditches in cut areas shall be graded as shown on the typicals or flatter, or as directed by the Resident.
5. The Contractor shall plan and conduct work so that upon completion of the project there is no drop-off from the edge of the shoulder pavement.
6. 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.
7. 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.
8. A 3-foot paved lip shall be placed at all unpaved entrances unless otherwise noted in the Plans or directed by the Resident.
9. 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.
10. When superelevation exceeds the slope of the low-side shoulder, the low-side shoulder will have same slope as the travelway.
11. Cross slopes for normal and superelevated sections will be straight unless otherwise directed by the Department.
12. The algebraic difference between travelway and shoulder cross slope shall not exceed 8 percent.

GENERAL NOTES

13. The following shall be incidental to the Standard Specifications Section 603, Pipe Culverts and Storm Drains (Preservation only):
 - a. Any cutting of existing culverts and or connectors necessary to install new culvert replacements or extensions;
 - b. All pipe excavation including any cutting and removal of pavement;
 - c. All ditching at pipe ends;
 - d. Furnishing, placing, grading, and compacting of any new gravel and for temporary detours to maintain traffic during pipe installation (excavation is also incidental);
 - e. All work necessary to connect to existing pipes and drainage structures;
 - f. Existing flow lines may be changed by up to 1.5 feet;
 - g. Any necessary clearing of brush and non-pay trees within 10 feet of culvert ends;
 - h. An 18-inch wide strip of non-woven geotextile meeting the requirements of Standard Specifications Item 620.58, Erosion Control Geotextile, shall be placed over all RCP joints.
14. Prior to surface paving, existing culverts to remain shall be cleaned as directed by the Resident. Payment will be made under Standard Specifications Item 631.32, Culvert Cleaner (including operator).
15. Existing culverts and catch basins will be cleaned as directed by the Resident under the appropriate pay items.
16. No existing drainage shall be abandoned, removed or plugged without prior approval of the Resident.
17. Plastic end caps shall be placed on the inlet end of all dead-end 6-inch Type B underdrain and shall be considered incidental to this item.
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. Guardrail that is removed and not reused on the project becomes the property of the State and shall be delivered to 25 Carroll St, Caribou, ME. Removal, delivery, dismantling, and stacking shall be considered incidental to the guardrail items.
21. 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.

GENERAL NOTES

22. Two reflectorized flexible guardrail markers (Standard Specifications Item 606.353, Reflectorized Flexible Guardrail Marker) will be installed at each guardrail end.
23. A delineator post (Standard Specifications Item 606.356, Underdrain Delineator Post) will be installed at each underdrain outlet.
24. A delineator post (Standard Specifications Item 606.356, Underdrain Delineator Post) will be installed at each end of each run of bituminous curb.
25. 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 curb. If called for on the Plans or directed by the Resident, loam or dirty borrow will be paid for separately.
26. 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.
27. 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.
28. 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.
29. 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
30. 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.
31. 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.
32. Areas on the project requiring fill will come from suitable sites such as excavation, ditch and inslope or equipment rental areas.
33. 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.

GENERAL NOTES

34. "Undetermined locations" shall be determined by the Resident.
35. Stations referenced are approximate.
36. 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.
37. 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.
38. 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, 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 101
CONTRACT INTERPRETATION
(Working Day – Pavement Preservation)

Add the following to 101.2 – Definitions:

Weather Event Any precipitation, such as rain, sleet, snow, or fog that causes wet pavement that prevents the contractor from completing work within the Construction Limits as determined by the Department. This excludes ambient air temperatures below Specification.

Weather Dependent Activities Contractor scheduled work that cannot be completed should a Weather Event occur. Paving or other activities as determined by the Department will be considered Weather Dependent Activities.

Working Day Any Calendar Day except:

- Identified non-work days in the Contract Special Provision 107
- Saturdays, Sundays and Holidays – as outlined in Section 107.3.3
- The period from November 15th to April 15th, inclusive
- Any day a Weather Event prevents the Contractor from performing at least seven hours of weather dependent activities, as determined by the Department. Up to a three-hour hold prior to the start of work may be required if weather conditions are uncertain.

The Contractor may request, in writing, a non-working day due to a Weather Event up to 16 hours in advance of the normal start time. The Department may approve this request depending on the certainty of the forecast.

If the Contractor elects to work a Saturday, an allowable holiday, or receives approval to work Sunday, the same process will be utilized to determine if it is a Working Day.

If the Contractor requests approval to work Saturday and does not cancel their request by Thursday at the end of shift, that Saturday will be considered a Working Day regardless of the actual weather conditions and whether work occurred.

SPECIAL PROVISION
SECTION 104
(WAGE RATES)

When two or more wage rate schedules appear in the bid Book, the highest rate shall prevail for each classification.

"General Decision Number: ME20200034 05/08/2020

Superseded General Decision Number: ME20190034

State: Maine

Construction Type: Highway

County: Aroostook County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	04/17/2020
2	05/08/2020

* ENGI0004-005 04/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt.....	\$ 22.61	12.50

SUME2014-029 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING:		
Laborer.....	\$ 14.29	1.89
IRONWORKER, REINFORCING.....	\$ 16.27	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.32	3.17
LABORER: Common or General.....	\$ 13.23	1.22
LABORER: Wheelman.....	\$ 15.40	3.01

OPERATOR:

Backhoe/Excavator/Trackhoe.....	\$ 17.63	2.28
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OPERATOR: Bobcat/Skid

Steer/Skid Loader.....	\$ 20.36	5.06
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OPERATOR: Broom/Sweeper.....	\$ 16.52	6.38
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OPERATOR: Bulldozer.....	\$ 16.58	2.89
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OPERATOR: Loader.....	\$ 16.21	3.23
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OPERATOR: Mechanic.....	\$ 22.30	8.71
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OPERATOR: Screed.....	\$ 18.82	4.75
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OPERATOR: Roller (Earth).....	\$ 15.55	5.83
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TRAFFIC CONTROL: Flagger.....	\$ 9.00	0.00
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TRAFFIC CONTROL:**Laborer-Cones/****Barricades/Barrels -**

Setter/Mover/Sweeper.....	\$ 17.48	5.37
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TRUCK DRIVER: Dump Truck.....	\$ 14.40	7.04
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TRUCK DRIVER: TackTruck.....	\$ 18.82	8.29
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data.

EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

**2020 Fair Minimum Wage Rates
Highway & Earth Aroostook County**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$14.00	\$0.00	\$14.00	Laborers (Helpers & Tenders)	\$15.00	\$0.27	\$15.27
Backhoe Loader Operator	\$20.00	\$2.60	\$22.60	Laborer - Skilled	\$16.00	\$0.29	\$16.29
Boom Truck (Truck Crane) Operator	\$25.00	\$4.94	\$29.94	Loader Operator - Front-End	\$18.00	\$2.51	\$20.51
Bulldozer Operator	\$19.49	\$1.29	\$20.78	Mechanic- Maintenance	\$20.00	\$2.44	\$22.44
Carpenter	\$22.46	\$2.19	\$24.65	Millwright	\$29.82	\$7.73	\$37.55
Cement Mason/Finisher	\$16.00	\$4.04	\$20.04	Painter	\$18.00	\$0.45	\$18.45
Crane Operator =>15 Tons)	\$30.00	\$7.76	\$37.76	Paver Operator	\$20.50	\$0.33	\$20.83
Crusher Plant Operator	\$21.96	\$8.18	\$30.14	Pipelayer	\$23.78	\$1.60	\$25.38
Driller - Rock	\$12.00	\$8.82	\$20.82	Plumber (Licensed)	\$26.00	\$4.50	\$30.50
Electrician - Licensed	\$28.00	\$6.27	\$34.27	Reclaimer Operator	\$22.91	\$13.25	\$36.16
Electrician Helper/Cable Puller	\$18.00	\$1.84	\$19.84	Roller Operator - Earth	\$16.00	\$0.24	\$16.24
Elevator Constructor/Installer	\$20.00	\$1.78	\$21.78	Roller Operator - Pavement	\$22.91	\$12.28	\$35.19
Excavator Operator	\$20.00	\$0.76	\$20.76	Screed/Wheelman	\$18.43	\$1.24	\$19.67
Fence Setter	\$18.00	\$1.30	\$19.30	Stone Mason	\$20.00	\$0.42	\$20.42
Flagger	\$12.70	\$0.00	\$12.70	Truck Driver - Light	\$16.00	\$0.44	\$16.44
Grader/Scraper Operator	\$20.00	\$0.65	\$20.65	Truck Driver - Medium	\$18.88	\$2.34	\$21.22
Highway Worker/Guardrail Installer	\$18.00	\$1.63	\$19.63	Truck Driver - Heavy	\$16.25	\$0.26	\$16.51
Hot Top Plant Operator	\$22.91	\$13.25	\$36.16	Truck Driver - Tractor Trailer	\$17.00	\$0.00	\$17.00
Ironworker - Reinforcing	\$29.23	\$7.18	\$36.41	Truck Driver - Mixer (Cement)	\$17.25	\$2.26	\$19.51
Ironworker - Structural	\$26.01	\$22.27	\$48.28				

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices – The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

Attest: 
Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Expiration Date: 12-31-2020

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.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility work to be undertaken in conjunction with this project. The following table identify all known utilities having facilities presently located within the limits of the specified road segment or intending to adjust facilities during this construction project.

Utilities have been notified and shall be furnished a project booklet electronically.

Utility Overview Information					
Utility	Aerial	Subsurface	Railroad	Contact Person	Contact Phone
Consolidated Communications of Northern New England Company	X			Mike McPherson	991-6725 office
Emera Maine	X			Chris Nicholas	760-2526 office
Spectrum-Charter Communications	X			Patrick Hardgrove	253-2443 office
FirstLight	X			Tim LaBreck	956-6657 office
Presque Isle Utilities District (water/sewer)		X		McQuade Ross	762-5061 office
MaineDOT Railroad			X	Greg Gay	592-1766 office
Maine Northern Railway			X	Jeff Pitcher	461-4610 office

Temporary utility adjustments **are not** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance 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.

Any adjustments are to be made by the respective utility unless otherwise specified herein.

In order to provide proper fire protection, the existing fire hydrants shall not be disturbed until all necessary work has been accomplished.

Utility working days are Monday through Friday. Times are estimated based on a single crew for each utility. Any times and dates mentioned are **estimates only** and dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

The contractor shall notify all utility companies **ten (10) working days** prior to beginning any work on this project.

***** Specific information regarding the line voltage can be requested from Emera Maine*****

AERIAL

Aerial utility adjustments **are not** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be done by the utilities in conjunction with the work by the Contractor.

The aerial utilities have existing service lines crossing the highway corridor at intermediate locations. Each of the existing service lines provide a source of power or communication to the surrounding residents.

SUBSURFACE

Subsurface utility adjustments **are** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be done by the utilities in conjunction with the work by the Contractor.

Utility Specific Information:

Presque Isle Utilities District (PIUD):

Presque Isle Utilities District operates/owns the existing subsurface water system and existing subsurface sewer system within the limits of the project. All of the existing subsurface facilities are active and serve the surrounding area. At intermediate locations along this corridor PIUD has water main piping and sewer main piping crossings occurring. The subsurface facilities that exist and impact the paving work activities consist of four (4) water valve covers existing at the University Street intersection. PIUD shall perform all necessary adjustments to the existing facilities except during placement of the final wearing surface pavement activities. The contractor, eliminating the risk of all unnecessary foot traffic on the final pavement mat, shall be responsible for raising the water valve covers to the final pavement elevation. PIUD shall be responsible for loosening the water valve covers prior to the placement of the final wearing surface pavement. The payment associated with the contractor raising the water valve covers shall be incidental to the paving bid item. The contractor shall be responsible for coordinating quality control/acceptance of the utility work scope with PIUD. PIUD shall require **ten (10) working days** prior notice to schedule their work.

PIUD has sewer rims/frames existing in the gravel shoulders along Route #1. The contractor shall coordinate with PIUD the final gravel elevation of the shoulder to allow PIUD to adjust the existing rims/frames if applicable. PIUD intent shall be for the existing rims/frames to be exposed when the gravel placement is finalized.

All adjustment work activities shall be completed in accordance with the contract documents, and the existing systems shall remain fully functional at all times. To allow safe and proper vehicular movement during the milling/pavement phases of this project, the contractor shall be responsible for protecting all existing facilities along this corridor. The payment associated for the activities of protecting these existing facilities shall be incidental to the milling/paving bid items.

RAILROAD

Maine Northern Railway (MNR) is the operator of the existing rail that utilizes a railroad trestle (46.650535/-68.003842) that crosses Route #1 at approximately 1.5 miles southerly of the project end location in Presque Isle. MNR shall be notified by the contractor **ten (10) working days** prior to working within 50' of the existing railroad trestle. This notification is to ensure that acceptable communication is occurring when working within the limits of the railroad right-of-way. No project specific work scope is anticipated within the railroad right-of-way that shall implement any necessary track protection personnel or safety items by MNR.

This railroad is owned by MaineDOT Railroad and operated by Maine Northern Railway. The train activity at this railroad trestle can be provided at the request of the contractor.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor shall 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 Presque Isle 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 Aroostook County:

Project 2372300 is in Presque Isle on US Route 1 beginning 0.06 miles north of Westfield/Presque Isle town line, extending northerly 5.61 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 Presque Isle 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 town 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
General Scope of Work
(Limitations of Operations)

1. Only one paving operation is allowed at one 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 provide the Resident with a 48-hour written notice before beginning night work. After receiving this notice, no work is allowed for 48 hours. Once work has been completed, the Contractor shall provide the same notice to return to day work.
4. The Contractor shall not schedule both day work and night work within the same 24-hour period without prior approval by the Resident and 48-hour notice.
5. The Contractor shall request absences at least 72 hours in advance. The Department will review and approve based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, detours, etc. The Contractor shall assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved absences. The Department will not modify the Contract Completion Date for approved absences.
6. Lane closure length will be kept to the minimum required for the shift's operations, not to exceed the maximum allowed by contract.

MaineDOT DBE Project Attainment Target (PAT)
for this Project is 5.92 %

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 107
PROSECUTION AND PROGRESS
(Contract Time – Working Days)

This Contract shall be completed within **89** working days. The Contractor may begin work anytime in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. Time charge will commence on the start date or no later than **September 8, 2020**, whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date 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**, in accordance with Standard Specification 107.4.2, to **Shawn.Smith@Maine.gov**, **Dale.Mayo@Maine.gov**, **Scott.Bickford@Maine.gov** and the **Construction Project Manager, Ryan.Sullivan@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 June 15th that the schedule of work is not received.** Upon receipt of the schedule of work, a pre-construction meeting will be scheduled.

The Contractor may request to adjust the submitted schedule of work and Begin Construction Date once after the initial submittal. The Department will allow adjustments in the Begin Construction Date of up to **seven calendar days** if the request is made at least **21 calendar days** prior to the updated Begin Construction Date. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **Shawn.Smith@Maine.gov**, **Dale.Mayo@Maine.gov**, and **Scott.Bickford@Maine.gov**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the updated schedule of work within 2 calendar days of the request to adjust the Begin Construction Date.

SPECIAL PROVISION
SECTION 107
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

"107.4.2 Schedule of Work Required Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor's TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, submittals and approvals, and a timeline. Milestones to be included in the schedule include: (A) start of Work, (B) beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to Complete the Work before the specified Completion date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of receipt of the schedule. The Contractor will make the requested changes to the schedule and issue the finalized version to the Department."

SPECIAL PROVISION
SECTION 107
TIME
(Liquidated Damages)
(Working Days)

107.7.2 SCHEDULE OF LIQUIDATED DAMAGES

Revise this section by removing the numbers in the chart and replace with the following:

Original Contract Amount

From More Than		To and Including	Amount of Liquidated Damages per Working Day
\$ 0	to	\$ 100,000.00	\$400.00
\$ 100,000.00	to	\$ 250,000.00	\$800.00
\$ 250,000.00	to	\$ 500,000.00	\$1,000.00
\$ 500,000.00	to	\$1,000,000.00	\$1,250.00
\$1,000,000.00	to	\$2,000,000.00	\$1,600.00
\$2,000,000.00	to	\$4,000,000.00	\$2,000.00
\$4,000,000.00	and	More	\$3,350.00

NOTICE

(COVID-19 Pandemic)

The Department considers the COVID-19 Pandemic an Uncontrollable Event as defined in Section 101.2 of the Department's Standard Specifications.

Accordingly, any documented delay to the project's Critical Path due to COVID-19 related issues, such as impacted workforce, subcontracts, or material supply, will be considered an Excusable Delay as defined in Section 109.5(A)(3) of the Department's Supplemental Specifications.

As an Excusable Delay, the Contractor is entitled to an extension of time provided that other associated notification, documentation, and procedural requirements set forth in the Contract are met.

SPECIAL PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Pavement Surface)

The November 2014 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 at 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 $\frac{1}{4}$ 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 $\frac{3}{8}$ 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	
2" and less	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 paved that day.
12:1 Tapered Centerline Joint	
1 ½" 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
2" and less	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.

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 7 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

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.

<u>Pay Item</u>	<u>Pay Unit</u>
202.202 Removing Pavement Surface	S.Y.
202.20201 Removing Pavement Surface (Hourly)	Hour

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENT
(Material Transfer Vehicle Option)

Description The Contractor may elect to use a material transfer vehicle at their option to transfer hot mix asphalt to the paver on mainline travelways, shoulders, and ramps as denoted in Special Provision 403 - Hot Mix Asphalt Pavement.

Material transfer vehicles shall operate as an independent unit not attached to the paver. It shall be a commercially manufactured unit specifically designed to transfer the hot mix from haul trucks to the paver without depositing the mix on the roadway. A separate hopper with a capacity of 14 ton shall be inserted into the regular paver hopper. The material transfer vehicle or the hopper insert shall be designed so that the mix receives additional internal mixing action either in the material transfer vehicle or the paver hopper.

Method of Measurement Hot mix asphalt pavement transferred by the material transfer vehicle and hopper insert will be measured by the ton.

Basis of Payment The accepted quantities of hot mix asphalt pavement transferred by the material transfer vehicle and hopper insert will be paid for at a price of \$2.00 per ton.

Payments will be made under:

<u>Pay Item:</u>	<u>Pay Unit:</u>
403.40 Material Transfer Vehicle (MTV)	Ton

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENT

401 HOT MIX ASPHALT LONGITUDINAL JOINT DENSITY

401.30 Description The Department will measure the pavement density of longitudinal joints constructed between adjoining travel lanes; turn lanes, truck (climbing) lanes, and passing lanes will be considered travel lanes for longitudinal joint density testing unless otherwise noted in Section 403 – Hot Mix Asphalt Pavement. Core samples shall be tested according to AASHTO T-166. The Contractor shall cut 6-inch diameter cores at no additional cost to the Department by the end of the working day following paving. Pre-testing of the acceptance 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.

For vertical longitudinal joints, cores shall be taken directly centered over the construction joint. For notch-wedge longitudinal joints, the cores shall be cut directly over the center of the tapered portion of the wedge.

As part of the project specific QCP, the Contractor shall include details as to methods of construction, rolling and compaction efforts, and action plan to adjust methods or equipment should the Quality level fall below 50 percent within limits. The Contractor shall be required to measure the joint density at randomly selected locations with a minimum frequency of one measurement per 750 linear feet. The Contractor shall have the option to cut calibration/verification cores at a rate not to exceed 1 per day.

If the Quality level for density falls below 50 percent within limits, the Contractor shall cease placement operations and submit a corrective action letter to the Department before proceeding with the Lot or before starting a new Lot. The Department will respond and either accept or reject the Contractor's proposed corrective action. If the Department accepts the corrective action, three stratified verification cores will be taken from the first 1500 foot section of longitudinal joint constructed for the purpose of evaluating the corrective action. These cores will be in addition to any Acceptance cores that may be designated in this area. The results from these cores shall be combined with the cores from the Lot in progress. Should the combined Quality level for density show an improvement, the Department will accept the corrective action and normal Acceptance sampling frequency shall resume. If an improvement has not been made to the combined Quality level for density, the Contractor shall cease production and submit an additional corrective action letter for consideration.

401.31 Acceptance This method utilizes Quality Level Analysis and pay factor specifications as described in Section 106. 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 following Acceptance Properties:

Lot size will be the entire length of longitudinal joint for the given HMA layer for the project, or equal Lots of a size agreed upon at the Pre-paving conference. The maximum subplot size shall be 2000 linear feet of longitudinal joint for density and the minimum number of sublots for any Lot shall be five. The Lot will be divided up into sublots of equal length. There shall be a separate Lot for each lift of HMA pavement, and Lots shall not be comprised of results from more than one HMA layer.

The Department will determine a pay factor using acceptance limits from Table 1.

TABLE 1: LONGITUDINAL JOINT DENSITY ACCEPTANCE LIMITS

PROPERTY	LSL
% TMD (In-Place Density)*	91.0%

* The Theoretical Maximum Density will be determined from the average of the G_{mm} values used to determine the percent compaction of the nearest acceptance cores on either side of the Longitudinal Joint Core from each adjacent mat.

The Department will calculate the Pay Adjustment for Longitudinal Joint Density as follows:

Where

$$PA = (\text{joint density PF} - 1.0)(Q)(P) \times 0.40$$

PA = Pay Adjustment
 Q = Quantity of traveled way pavement represented by PF in tons
 P = Contract price per ton
 PF = Pay Factor

If the joint density Pay Factor is less than 0.88, the Pay Adjustment shall be:

$$PA = (-0.05)(Q)(P)$$

SPECIAL PROVISION
DIVISION 400
PAVEMENTS

SECTION 401 - HOT MIX ASPHALT PAVEMENT
(HMA Hamburg Wheel Tracker Specification)

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 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	19	12.5	9.5	4.75		
<0.3	≤91.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	70-80	0.6-1.2
0.3 to <3	≤90.5								65-80	
3 to <10	≤89.0								65-80*	
10 to <30										
> 30										

*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 for Department approval a JMF to the Asphalt Pavement Engineer 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 aim 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.

Before the start of paving, the Contractor shall provide the Department with eight boxes of plant produced HMA. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department's written policy for mix design verification (See MaineDOT Policies and Procedures for HMA

Sampling and Testing). If the results are found to be acceptable, the Contractor will forward their results to the Department's Lab, which will test the Department's split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the HMA meets the requirements for mix design verification, the mixture will be tested for rutting and moisture sensitivity in the Hamburg Wheel Tracker according to AASHTO T324, "Hamburg Wheel-Track Testing of Hot Mix Asphalt (HMA)." The sample will be required to meet the applicable requirements of Table 1A below for approval, depending on the PG binder grade required by the 403 Special Provision. If the sample meets the requirements of Table 1A, an approved JMF will be forwarded to the Contractor and paving may commence. The Department will have five business days from receipt of the sample at the Central Laboratory to process, test, and report the Hamburg Wheel Tracker sample. 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.

TABLE 1A: HAMBURG WHEEL TRACKER REQUIREMENTS

Specified PG Binder Grade	Test Temperature (°C)	Maximum Rut Depth (mm)	Minimum Number of Passes	Minimum Allowable SIP*
PG 64-28	45	12.5	20,000	15,000
PG 64E-28	48	12.5	20,000	15,000
PG 70E-28	50	12.5	20,000	15,000

* As calculated by the most recently published version of the MaineDOT HWT worksheet, which is available online at <http://www.maine.gov/mdot/contractors/publications/>

401.191 Quality Control - Method A, B & C The following language has been added to Section 401.191:

The project specific QCP shall address the sampling, transport, and testing of Hamburg Wheel Tracker QC samples and what potential steps will be taken if QC samples do not meet the requirements in Table 1A. The project-specific QCP shall also contain a sample Hamburg Wheel Tracker test report for approval. The Contractor shall sample and test HMA Pavement in the Hamburg Wheel Tracker according to AASHTO T324 in accordance with the following minimum frequencies:

TABLE 2A: MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Hamburg Wheel Tracker	1 per 4,000 ton and at least once per Acceptance Lot	AASHTO T 324

The Contractor shall sample the HMA on the first day of production and test the sample in the Hamburg Wheel Tracker according to AASHTO T324. This sample will not count towards the minimum quality control frequency specified in Table 2A. The Contractor shall submit all Hamburg Wheel Tracker test reports in writing, signed by the appropriate technician and present them to the Department within ten working days of initial sampling, except when otherwise noted in the project specific QCP due to local restrictions. The Contractor shall make the raw Hamburg Wheel Tracker data from QC samples available to the Department upon request. If a QC sample fails to meet the criteria in Table 1A, the Contractor will be required to submit a corrective action letter to the Resident, Materials Engineer, Pavement Quality Manager, and Pavement Quality Engineer by the end of the following working day with the proposed changes to bring the mixture back into compliance. The Department will respond and either accept or reject the Contractor's proposed corrective action by the end of the following working day from when the letter was received.

The Department will sample and test the HMA during production to verify compliance with the Hamburg Wheel Tracker Requirements. If a verification sample fails to meet the criteria in Table 1A, the Contractor will be required to submit a corrective action letter to the Resident, Materials Engineer, Pavement Quality Manager, and Pavement Quality Engineer by the end of the following working day with the proposed changes to bring the mixture back into compliance. The Department will respond and either accept or reject the Contractor's proposed corrective action by the end of the following working day from when the letter was received.

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>3" Mill & Fill Areas</u>					
<u>Travelway, Shoulders & Approach Roads (As Indicated or As Directed)</u>					
Wearing	12.5 mm	403.2081	1 ½"	1	5,7,19,22,26,28,30
Base	12.5 mm	403.2131	1 ½"	1	5,7,26,28,30
<u>Drives, Misc. (As Directed)</u>					
Wearing	9.5 mm	403.209	2"	1	2,4,10,14

COMPLEMENTARY NOTES

2. 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.
4. The design traffic level for mix placed shall be 0 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
5. The design traffic level for mix placed shall be 3 to 10 million ESALS. 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.
10. Section 106.6 Acceptance, (2) Method D.
14. 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.
19. The Contractor may, at their option, use a Material Transfer Vehicle (MTV) for **all mainline travelway and adjacent shoulders surface course** if paved in the same operation. See Special Provision 401 – Material Transfer Vehicle for specifics.
22. The final pavement surface shall be evaluated for smoothness in accordance with the most current 400 Standard Specification section 402 – Pavement Smoothness. Acceptance limits shall be as outlined under the **Level II** classification.
26. Longitudinal joint density testing shall be applied to the specified HMA layer. See Special Provision 401 – Hot Mix Asphalt Longitudinal Joint Density for project specifics.
28. The mixture shall meet the minimum requirements of Special Provision 401 – HMA Hamburg Wheel Tracker Specification.

30. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets **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 the **PG 64E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.

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 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

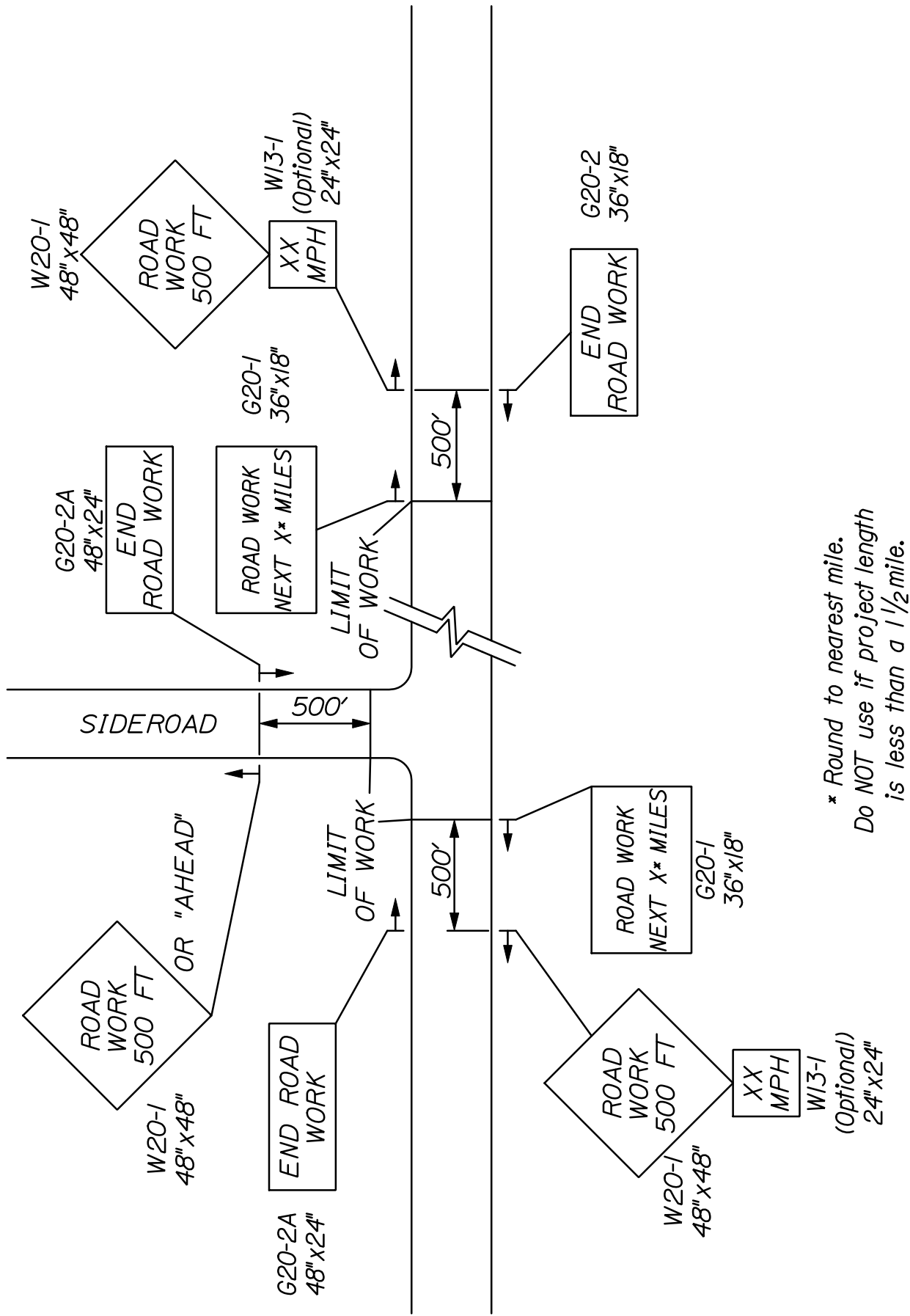
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

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 and milling 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.

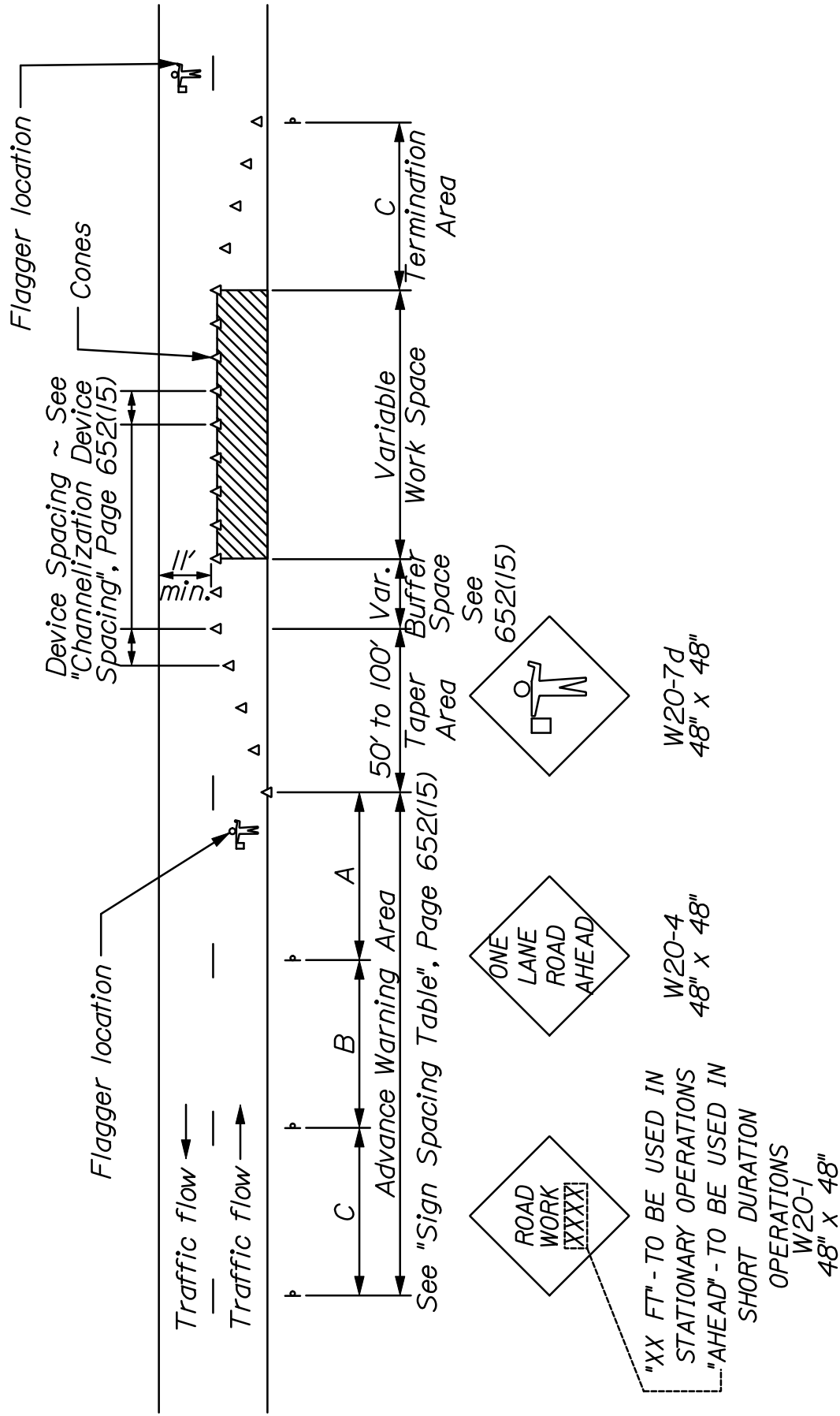
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline 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.



* Round to nearest mile.
Do NOT use if project length
is less than a 1 1/2 mile.

~ PROJECT APPROACH SIGNING ~
TWO WAY TRAFFIC



~ TYPICAL APPLICATION: TWO -WAY, TWO LANE ROADWAY,
CLOSING ONE LANE USING FLAGGERS ~

* Formulas for L are as follows:

For speed limits of 40 mph or less:

$$L = \frac{WS^2}{60}$$

For speed limits of 45 mph or greater:

$$L = WS$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5 L
Shoulder Taper	at least 0.33 L
One-Lane, Two-Way Traffic Taper	100 ft maximum
Downstream Taper	100 ft per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

2. Maintain same number of lanes for a shifting taper.

3. Shoulder taper allowed when a minimum of 10 feet can be open from centerline for lane.

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph or less	100	100	100
Urban 35 mph and greater	350	350	350
Rural	500	500	500
Expressway / Urban Parkway	1000	1500	2640

**Distances are shown in feet.

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

SPECIAL PROVISION 700 - MATERIALS

SECTION 703 - AGGREGATES

The Standard Specification 700 – Materials, has been modified with the following revisions. All sections not revised by this Supplemental Specification shall be as outlined in Section 700 of the Standard Specifications.

703.07 Aggregates for HMA Pavements Coarse and fine aggregate for hot mix asphalt pavements shall be of such gradation that when combined in the proper proportions, including filler, if required, the resultant blend will meet the composition of mixture for the type of pavement specified.

Coarse aggregate, that material retained on the No. 4 sieve, shall be crushed stone or crushed gravel and, unless otherwise stipulated, shall consist of clean, tough, durable fragments free from an excess of soft or disintegrated pieces and free from stone coated with dirt or other objectionable matter. Coarse aggregate shall not exceed an absorption of 2.0 percent by weight as determined by AASHTO T 85.

Fine aggregate, material that passes the No. 4 sieve, shall consist of natural sand, manufactured sand, or a combination of these. It shall consist of hard, tough grains, free from injurious amounts of clay, loam, or other deleterious substances. Fine aggregate shall not exceed an absorption of 2.3 percent by weight as determined by AASHTO T 84.

All individual aggregates for hot mix asphalt pavements shall meet Table 3 requirements (excluding LCP) unless otherwise noted. The Department reserves the right to sample and test the composite aggregate for any of the following properties at any time:

TABLE 3: Aggregate Consensus Properties Criteria

Estimated Traffic, Million 18 kip ESALs	AASHTO T 335 Coarse Aggregate Angularity (minimum)	AASHTO T 304 Method A Uncompacted Void Content of Fine Aggregate (minimum)**	ASTM D 4791 (8.4) Flat and Elongated Particles (maximum)	AASHTO T 176 Clay Content/ Sand Equivalent (minimum)	AASHTO T 327 Coarse Micro-Deval (maximum)
< 3.0	75/60	40	10	45	18.0%*
3.0 to < 10	90/80	45		50	18.0%
≥ 10	95/90				

* In the event the material exceeds the Micro-Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the ½ inch sieve and is retained on the No. 10 sieve.

** Property will be evaluated on a mix design basis by calculating a weighted average based upon individual aggregate values (weighted average by the percentage proportion of the aggregate within the design).

ASTM D 5821 - “90/80” denotes that 90 percent of the coarse aggregate has one fractured face and 80 percent has two fractured faces.

AASHTO T 304 - Criteria are presented as percent air voids in loosely compacted fine aggregate, (U).

ASTM D 4791 - Criteria are presented as maximum percent by weight of flat and elongated particles (5:1 ratio).

The entire HMA wearing course shall come from the same source of material and the same job mix formula, except when permission is obtained from the Department to change sources.

703.09 HMA Mixture Composition The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends, including RAP aggregate will meet the grading requirements of the following table:

Aggregate Gradation Control Points						
Nominal Maximum Aggregate Size---Control Points (Percent Passing)						
Sieve Designation	Type 25 mm	Type 19 mm	Type 12.5 mm	Type 9.5 mm	Type 9.5 mm Thin Lift Mixture (TLM)	Type 4.75 mm
Percent By Weight Passing - Combined Aggregate						
37.5 mm	100					
25 mm	90-100	100				
19 mm	-90	90-100	100			
12.5 mm	-	-90	90-100	100	100	100
9.5 mm	-	-	-90	90-100	95-100	95-100
4.75 mm	-	-	-	-90	60-95	80-100
2.36 mm	19-45	23-49	28-58	32-67	47-65	40 - 80
1.18 mm	-	-	-	-	-	-
0.60 mm	-	-	-	-	-	-
0.30 mm	-	-	-	-	-	-
0.075 mm	2.0-6.0	2.0-6.0	2.0-6.0	2.0-7.0*	2.0-7.0*	2.0-7.0

* For 9.5 mm nominal maximum aggregate size mixtures, the maximum design aim for the percent passing the 75 μ m sieve is 6.5%.

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2020)

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise the last sentence in the first paragraph by removing “105.4.5 – Special Detours” and replacing it with “**105.4.5 – Maintenance of Existing Structures.**”.

SECTION 606
GUARDRAIL

Amend this section by replacing it with the following:

606.01 Description This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. Guardrail is designated as:

31” W-Beam Guardrail - Mid-Way Splice

Galvanized steel w-beam, 8” wood or composite offset blocks, galvanized steel posts

Thrie Beam

Galvanized steel thrie beam, 8” wood or composite offset blocks, galvanized steel posts

Median guardrail shall consist of two beams of the above types, mounted on single posts.

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing end post as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

606.02 Materials Materials shall meet the requirements specified in the following Sections of Division 700 - Materials:

Timber Preservative	708.05
Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

Guardrail components shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report.

Posts for underdrain delineators shall be "U" channel steel, 8 ft long, 2 ½ lb/ft minimum and have 3/8-inch round holes, 1-inch center to center for a minimum distance of 2 ft from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared guardrail terminal end point and tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be gray with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the guardrail terminal is not flared, markers will only be required at the terminal end point. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Department's Qualified Products List of Delineators. The marker shall be gray, flexible, durable, and of a non-discoloring material to which 3-inch by 9-inch reflectors shall be applied, and capable of recovering from repeated impacts and meeting MASH 16 requirements. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail ("butterfly"-type) delineators shall be mounted on all "w"-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 62.5 ft intervals or every tenth post on tangents and at approximately 31.25 ft intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left-hand delineators shall be yellow, and the right-hand delineators shall be silver/white. On two directional highways, the right-hand side shall be silver/white, and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Details. Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

Single wood post shall be of cedar, white oak, or tamarack, well-seasoned, straight, and sound and have been cut from live trees. The outer and inner bark shall be removed, and all knots trimmed flush with the surface of the post. Posts shall be uniform taper and free of kinks and bends.

Single steel post shall conform to the requirements of Section 710.07 b.

Single steel pipe post shall be galvanized, seamless steel pipe conforming to the requirements of ASTM A120, Schedule No. 40, Standard Weight.

Acceptable multiple mailbox assemblies shall be listed on the Department's Qualified Products List and shall be MASH 16 tested and approved.

Flared and Tangent w-beam guardrail terminals and guardrail offset blocks shall be from the Department's Qualified Products List. Flared terminals shall be installed with a 4 ft offset as shown in the Manufacturer's installation instructions.

Anchorage assemblies used to anchor trailing ends, radius guardrail, or other ends not exposed to traffic shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report, Drawing SEW02a.

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

606.03 Posts Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. When posts are driven through pavement, the damaged area around the post shall be repaired with approved bituminous patching. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be

thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.04 Rails Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than ½ inch. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.045 Offset Blocks The same offset block material is to be provided for the entire project unless otherwise specified.

606.05 Shoulder Widening At designated locations the existing shoulder of the roadway shall be widened as shown on the plans. All grading, paving, seeding, and other necessary work shall be in accordance with the Specifications for the type work being done.

606.06 Mail Box Post Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the linear foot from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans. When connected to radius rail, measurement will be to the end of the last tangent beam.

Guardrail terminal, reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Widened shoulder will be measured as a unit of grading within the limits shown on the plans.

Excavation in solid rock for placement of posts will be paid under force account unless otherwise indicated in the Bid Documents.

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per linear foot for the type specified, complete in place. Reflectorized beam guardrail ("butterfly"-type) delineators will not be paid for directly but will be considered incidental to guardrail items. Reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be paid for at the contract unit price each for the kind specified complete in place.

Guardrail terminals will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Pay limits for a flared terminal will be 37.5 feet. Pay limits for a tangent terminal will be 50 feet. Each guardrail terminal will be clearly marked with the Manufacturer's name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under 109.7.5 – Force Account. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 3 in wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail terminals shall also include a set of installation drawings supplied to the Resident.

Anchorage to bridge end posts will be part of the bridge work. Connections thereto will be considered included in the unit bid price for guardrail.

Guardrail to be placed on a radius of curvature of 150 ft or less will be paid for under the designated radius pay item for the type guardrail being placed.

Widened shoulder will be paid for at the contract unit price each complete in place and will be full compensation for furnishing and placing, grading and compaction of aggregate subbase and any required fill material.

Adjust guardrail will be paid for at the contract unit price per linear foot and will be full compensation for adjusting to grade. Payment shall also include adjusting guardrail terminals where required.

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

Remove and Reset guardrail will be paid for at the contract unit price per linear foot and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals when required.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per foot and will be full compensation for the requirements listed in Modify guardrail and Remove and Reset guardrail.

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

Bridge Transitions will be paid for at the contract unit price each. Payment shall include furnishing and installing the thrie beam or "w"-beam terminal connector, doubled beam section, and transition section, where called for, posts, hardware, precast concrete transition curb, and any other necessary materials and labor, including the bridge connection as stated in the previous paragraph.

No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301 31" W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302 31" W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303 31" W-Beam Guardrail - Mid-Way Splice, 15' Radius and Less	Linear Foot
606.1304 31" W-Beam Guardrail - Mid-Way Splice, Over 15' Radius	Linear Foot
606.1305 31" W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306 31" W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each
606.1307 Bridge Transition (Asymmetrical) – Type IA	Each
606.1721 Bridge Transition - Type I	Each
606.1722 Bridge Transition - Type II	Each
606.1731 Bridge Connection - Type I	Each
606.1732 Bridge Connection - Type II	Each
606.178 Guardrail Beam	Linear Foot
606.25 Terminal Connector	Each
606.257 Terminal Connector - Thrie Beam	Each
606.259 Anchorage Assembly	Each
606.265 Terminal End-Single Rail - Galvanized Steel	Each
606.266 Terminal End-Single Rail - Corrosion Resistant Steel	Each

606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.353	Reflectorized Flexible Guardrail Marker	Each
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356	Underdrain Delineator Post	Each
606.358	Guardrail, Modify	Linear Foot
606.362	Guardrail, Adjust	Linear
Foot		
606.365	Guardrail, Remove, Modify, and Reset	Linear Foot
606.366	Guardrail, Remove and Reset	Linear Foot
606.367	Replace Unusable Existing Guardrail Posts	Each
606.47	Single Wood Post	Each
606.48	Single Galvanized Steel Post	Each
606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.568	Guardrail, Modify - Double Rail	Linear Foot
606.63	Thrie Beam Rail Beam	Linear Foot
606.64	Guardrail Thrie Beam - Double Rail	Linear Foot
606.65	Guardrail Thrie Beam - Single Rail	Linear Foot
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 15 ft radius and less	Linear Foot
606.72	Guardrail Thrie Beam - over 15 ft radius	Linear Foot
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear
Foot		
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

SECTION 626

FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

626.034 Concrete Foundations Revise this Section by changing ‘626.037’ to ‘**626.036**’ in the Second Paragraph which begins with “Foundations shall consist of cast-in-place...”.

Revise the 10th paragraph beginning with “Before placing concrete, the required elbows...” by removing “...in accordance with **Standard Specification 633.**”

SECTION 645 **HIGHWAY SIGNING**

Section 645.023 Sign Support Structures. Under letter “c.”, revise the fifth paragraph beginning with “In addition to the required details...” by removing the words **”and foundation”** from the 5th sentence.

Section 645.08 Method of Measurement. Revise the second paragraph beginning with “Bridge-type, cantilever and...” by removing the words **”including the foundation”** .

Section 645.09 Basis of Payment. Revise the third paragraph beginning with “The accepted bridge-type, cantilever and...” by removing the word **”foundation”** from the second sentence. Add the following sentence to the end of the paragraph **”Conduits, Junction Boxes, and Foundations will be paid for under Section 626.”**

SECTION 703 **AGGREGATES**

Add the following to the beginning of Section 703 - Aggregates

703.01 Fine Aggregate for Concrete Fine aggregate for concrete shall consist of natural sand or, when approved by the Resident, other inert materials with similar characteristics or combinations thereof, having strong, durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission of the Resident.

All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a color darker than the reference standard color solution (laboratory designation Plate III), the fine aggregate shall be rejected.

Fine aggregate shall have a sand equivalent value of not less than 75 when tested in accordance with AASHTO T 176.

Fine aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

The fineness modulus shall not be less than 2.26 or more than 3.14. If this value is exceeded, the fine aggregate will be rejected unless suitable adjustments are made in proportions of coarse and fine aggregate. The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages of material by weight retained on the following sieves: Nos. 4, 8, 16, 30, 50, 100 and dividing by 100.

Fine aggregate, from an individual source when tested for absorption as specified in AASHTO T 84, shall show an absorption of not more than 2.3 percent.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

703.02 Coarse Aggregate for Concrete Coarse aggregate for concrete shall consist of crushed stone or gravel having hard, strong, durable pieces, free from adherent coatings and of which the composite blend retained on the $\frac{3}{8}$ inch sieve shall contain no more than 15 percent, by weight of flat and elongated particles when performed in accordance with test method ASTM D 4791, Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, using a dimensional ratio of 1:5.

The coarse aggregate from an individual source shall have an absorption no greater than 2.0 percent by weight determined in accordance with AASHTO T 85 modified for weight of sample.

The composite blend shall have a Micro-Deval value of 18.0 percent or less as determined by AASHTO T 327 or not exceed 40 percent loss as determined by AASHTO T 96.

Coarse aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

Coarse aggregate shall conform to the requirements of the following table for the size or sizes designated and shall be well graded between the limits specified.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves			
Grading	A	AA	S	LATEX
Aggregate Size	1 inch	$\frac{3}{4}$ inch	$1\frac{1}{2}$ inch	$\frac{1}{2}$ inch
2 inch			100	

1½ inch	100		95-100	
1 inch	95-100	100	-	
¾ inch	-	90-100	35-70	100
½ inch	25-60	-	-	90-100
⅜ inch	-	20-55	10-30	40-70
No. 4	0-10	0-10	0-5	0-15
No. 8	0-5	0-5	-	0-5
No. 16	-	-	-	-
No. 50	-	-	-	-
No. 200	0 - 1.5	0 - 1.5	0 - 1.5	0 - 1.5

703.0201 Alkali Silica Reactive Aggregates. All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by the Department. Sampling will be performed by the Department from stockpiles located at the Contractor's/supplier's ready mixed concrete plants. Aggregate approvals will be performed on a 3-year cycle, unless the source or character of the aggregate in question has changed within 3 years from the last test date.

A list of pre-approved coarse aggregate and aggregate-cement/pozzolan blends is maintained by the Department and will determine the acceptability of concrete mix designs proposed for use.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include the following:

- Class F Coal Fly Ash meeting the requirements of AASHTO M 295.
- Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.
- Densified Silica Fume meeting the requirements of AASHTO M 307.
- Lithium Hydroxide Monohydrate (LiOH-H₂O).

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

Aggregates classified as potentially reactive by the requirements of this specification may be used if certified test results from an accredited independent laboratory utilizing the current AASHTO T 303 (ASTM C 1260) Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, indicating an acceptable alkali-aggregate combination, are submitted to the Department.

703.05 Aggregate for Sand Leveling Aggregate for sand leveling shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The aggregate shall meet the grading requirements of the following table.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	85-100
No. 200	0-5.0

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval...” and replace with “The material shall have a minimum degradation value of 25.0 or less¹⁵ as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T 113T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed), except that the test shall be performed on the reported degradation value will be the result of testing a single specimen from that portion of the sample that passes the $\frac{1}{2}$ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material, minus any reclaimed asphalt pavement used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. If AASHTO T 96 is used for acceptance of the material, the material shall be retested at intervals of 25%, 50% and 75% completion of the course.

Recycled Asphalt Pavement (RAP) shall not be used for or blended with aggregate base or subbase.

- a. Aggregate for base, Type A and B shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
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	Type A	Type B
½ inch	45-70	35-75
¼ inch	30-55	25-60
No. 40	0-20	0-25
No. 200	0-6.0	0-6.0

At least 50 percent by weight of the material retained on the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

Type A aggregate for base shall only contain particles of rock that will pass the 2 inch square mesh sieve.

Type B aggregate for base shall only contain particles of rock that will pass the 4 inch square mesh sieve.

b. Aggregate for base, Type C shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The material shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type C
4 inches	100
3 inches	90-100
2 inches	75-100
1 inch	50-80
½ inch	30-60
No. 4	15-40
No. 200	0-6.0

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

c. Aggregate for subbase shall be sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type D	Type E

½ in	35-80	
¼ inch	25-65	25-100
No. 40	0-30	0-50
No. 200	0-7.0	0-7.0

Type D aggregate for subbase gravel may contain up to 50 percent by weight Recycled Concrete Aggregate (RCA). When RCA is used, the portion of the resulting blend of gravel and RCA retained on a ½" square mesh sieve shall contain a total of no more than 5 percent by weight of other recycled materials such as brick, concrete masonry block, or asphalt pavement as determined by visual inspection.

RCA shall be substantially free of wood, metal, plaster, and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319. RCA shall also be free of all substances that fall under the category of solid waste or hazardous materials.

Aggregate for subbase shall not contain particles of rock which will not pass the 6 inch square mesh sieve.

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)

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" (expmmt.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.”

Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through May 1, 2012)

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements 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 shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability.

The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women.

Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even

though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act),

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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 IV. 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 journeymen 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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

9. Disputes concerning labor standards. 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen 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.

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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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” 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:

- (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.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI 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. 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.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. 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 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.

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 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).

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).

VIII. 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 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 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. 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.

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.
- 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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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).

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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. 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 20).

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**

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 23 CFR 633.207(e) 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.

End of FHWA 1273

The United States Department of Transportation (USDOT)

FHWA STANDARD TITLE VI/NONDISCRIMINATION 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 The Federal Highway Administration (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 *Nondiscrimination 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);

FHWA may include additional Statutory/Regulatory Authorities here.

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 FHWA..

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination 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 nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

FHWA may include additional General Assurances in this section, or reference an addendum here.

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 programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (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 Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The (Agency), 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 insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full 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.

FHWA may include additional Specific Assurances in this section.

By signing this ASSURANCE, Maine Department of Transportation also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA 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 FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or their designees 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. This ASSURANCE is binding on Maine Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. . The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Name of Recipient: Maine Department of Transportation

A handwritten signature in blue ink, appearing to read "D. Bernhardt", is written over a horizontal line.

David Bernhardt, Commissioner

DATED: 9/18/14

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 Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** 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 as set forth in Appendix E, 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 **Federal Highway Administration**, 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 **Federal Highway Administration**, 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 **Federal Highway Administration**, 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.

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 **Federal Highway Administration**, 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 C TO MAINEDOT TITLE VI ASSURANCE)

FEDERAL HIGHWAY ADMINISTRATION ASSISTED PROGRAMS

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into

by the Maine Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Maine Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Maine Department of Transportation pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be 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 services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon 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 in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

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 The 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 discriminations, (3) that the (grantee, licensees, 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, (**The 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, (**The Maine Department of Transportation**) 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 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 U.S.C. §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 of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Environmental Summary Sheet

WIN: 23723.00

Date Submitted: 3/24/2020

Town: Presque Isle, Route 1

CPD Team Leader: Audie Arbo

ENV Field Contact: Jamey Reitmeyer

NEPA Complete: Programmatic Categorical Exclusion per 23 CFR §771.117(c)(26) on 3/24/2020

☒	Section 106		
	No Adverse Effect		
☒	Section 4(f) and 6(f)		
	<u>Complete-</u> No use- No federal funds		
	<u>Complete-</u> No takes		
☐	Maine Department of Inland Fisheries and Wildlife Essential Habitat		
	Not Applicable	Timing Window: Not Applicable	
☒	Section 7		
	No Effect based on scope.		
☒	Essential Fish Habitat		
	Not Applicable based on PIS		
☐	Maine Department of Conservation/Public Lands, Submerged Land Lease		
	Not Applicable		
☐	Maine Land Use Regulation Commission		
	Not Applicable		
<i>*Applicable Standards and Permits are included with the contract</i>			
☐	Maine Department of Environmental Protection		
	Not Applicable-No work in jurisdictional resources.		
<i>*Applicable Standards and Permits are included with the contract</i>			
☐	Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.		
	Not Applicable-No work in jurisdictional resources.		
<i>*Applicable Standards and Permits are included with the contract</i>			
☐	Stormwater Review		
	Not Applicable – less than 1 acre of new impervious area, not MS4		
☒	Special Provisions Required		
	Special Provision 105-Timing of Work Restriction	N/A ☒	Applicable ☐
	Special Provision 656-Minor Soil Disturbance	N/A ☒	Applicable ☐
	Standard Specification 656-Erosion Control Plan	N/A ☐	Applicable ☒
	Special Provision 203-Dredge Spec	N/A ☒	Applicable ☐
	General Note for Hazardous Waste	N/A ☒	Applicable ☐
	Special Provision 203-Hazardous Waste	N/A ☒	Applicable ☐

**All permits and approvals based on plans/scope as provided via email to ENV: 8/1/2019*