Updated 10/26/2022

FEDERAL PROJECT

Effective May 15, 2020
Supersedes April 22, 2020

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.

April 28, 2017
Supersedes November 05, 2014

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 David Oakes at david.oakes@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 infrormation:

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, executers, 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: _____

SAMPLE

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.

State of Maine
Department of Transportation

RFI No: _____

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested for:

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

Question(s): _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by:

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

Email: _____ Fax: (_____)_____

Complete this form and fax to 207-624-3431, Attn: Project Manager (name listed on the "Notice to Contractors"), or Email questions to RFI-Contracts.MDOT@maine.gov, Please include the word "RFI" along with the Project Name and Identification Number in the Subject line, or electronically by using the RFI Tab located on the Individual Projects Detail page.

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 2023-2025
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 transit program, funded by the Federal Transit Administration (FTA). MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and transit-related services.

For the Federal Fiscal Years 2023-2025 (Oct. 1, 2022 through Sept. 30, 2025), MaineDOT has established an annual DBE participation goal of **1.02%** to be achieved through race/gender neutral means. The FTA has approved this goal through Sept. 30, 2025. MaineDOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification explaining why it was not met and develop a plan to ensure the goal is met, which may include contract goals on specific projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 1.02% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at: http://www.maine.gov/mdot/civilrights/dbe/

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's Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: sherry.tompkins@maine.gov

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

WBE	DBE	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, Ultra-Thin Bonded Wearing Course, Hot Mix Asphalt Overlay, Bridge Joint Modifications with Safety Improvements in the Towns of Bowdoin, Bowdoinham, Richmond, Topsham, West Gardiner, and the City of Gardiner,**" 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 March 6, 2024, 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 Nos. 2634000, WIN 26340.00, 2634200, WIN 26342.00, & 2688400, WIN 26884.00.

Location: In Kennebec and Sagadahoc Counties:

Project 2634000 is located on Interstate 295 Southbound beginning 0.02 mile north of the Route 126 overpass in West Gardiner and extending southerly 21.05 miles to the northern bridge joint over the MCRR Bridge #1512 in Topsham.

Project 2634200 is located on Interstate 295 Northbound beginning at the northern bridge joint at the MCRR Bridge #6270 Bridge in Topsham and extending northerly 21.15 miles to 0.06 mile north of the Route 126 overpass in West Gardiner.

Project 2688400 is located on Interstate 295 Northbound and Southbound at the Cobbosseecontee Stream Bridges in Gardiner/West Gardiner #1534 (Southbound), #6319 (Northbound) and the Route 125/138 Bridges in Bowdoinham #1552 (Southbound), and #6311 (Northbound).

Outline of Work: Pavement Milling, Ultra-Thin Bonded Wearing Course, Hot Mix Asphalt Overlay, Bridge Joint Modifications with 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.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at http://www.maine.gov/mdot/contractors/ Plans, specifications and bid forms may be seen at the MaineDOT Building in Augusta, Maine, and at the Department of Transportation's Regional Office in Augusta and Scarborough. 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.

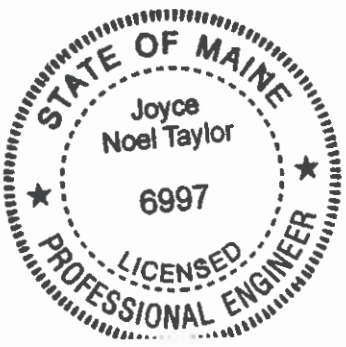
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer,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

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

All work shall be governed *by State of Maine, Department of Transportation, Standard Specifications, March 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
February 14, 2024



Joyce Noel Taylor

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.

BOWDOIN, BOWDOINHAM, GARDINER,
RICHMOND, TOPSHAM, & WEST GARDINER
26340.00, 26342.00, & 26884.00
April 14, 2011
Supersedes August 3, 2004

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)

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026340.00 **Project(s):** 026340.00, 026342.00, 026884.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0010	202.127 REMOVE EXISTING BITUMINOUS PAVEMENT	LUMP SUM	LUMP SUM		_____	_____
0020	202.2023 REMOVING PAVEMENT SURFACE - MEDIUM CUT DRUM	720,000.000 SY	_____	_____	_____	_____
0030	202.205 RUMBLE STRIPS - SHOULDER	4,000.000 LF	_____	_____	_____	_____
0040	202.207 RUMBLE STRIPS, FILL	4,000.000 LF	_____	_____	_____	_____
0050	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	6,800.000 T	_____	_____	_____	_____
0060	403.2111 9.5 MM POLYMER MODIFIED HMA (SHIM)	1,000.000 T	_____	_____	_____	_____
0070	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	130.000 T	_____	_____	_____	_____
0080	409.15 BITUMINOUS TACK COAT - APPLIED	5,055.000 G	_____	_____	_____	_____
0090	410.151 EMULSIFIED ASPHALT SEALCOAT, APPLIED	306,000.000 SY	_____	_____	_____	_____
0100	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	360,000.000 LB	_____	_____	_____	_____
0110	424.3333 LOW MODULUS JOINT SEALER, APPLIED	2,000.000 LF	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026340.00 **Project(s):** 026340.00, 026342.00, 026884.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0120	424.38 CRACK REPAIR - HOT POUR MASTIC	200,000.000 LB				
0130	462.301 POLYMER MODIFIED ULTRATHIN BONDED WEARING COURSE	642,000.000 SY				
0140	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP SUM	LUMP SUM			
0150	518.391 REPAIRING GRANITE CURB JOINT AND BEDDING MORTAR	100.000 LF				
0160	518.51 REPAIR OF UPWARD FACING SURFACES - BELOW REINFORCING STEEL < 8 IN.	170.000 SF				
0170	518.52 REPAIR OF UPWARD FACING SURFACES >= 8 IN.	3.000 CY				
0180	520.241 BRIDGE JOINT MODIFICATION TYPE 1	2.000 EA				
0190	520.243 BRIDGE JOINT MODIFICATION TYPE 3	4.000 EA				
0200	520.245 BRIDGE JOINT MODIFICATION TYPE 5	2.000 EA				
0210	527.33 TRUCK MOUNTED ATTENUATOR	2.000 EA				
0220	604.167 CHANGE CATCH BASIN GRATE TO CASCADE	2.000 EA				

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026340.00 **Project(s):** 026340.00, 026342.00, 026884.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0230	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	109.000 EA				
0240	606.178 GUARDRAIL BEAM	1,000.000 LF				
0250	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	10.000 EA				
0260	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	254.000 EA				
0270	606.36 GUARDRAIL REMOVED AND RESET	100.000 LF				
0280	606.362 GUARDRAIL ADJUSTED	6,000.000 LF				
0290	606.367 REPLACE UNUSABLE EXISTING GUARDRAIL POSTS	30.000 EA				
0300	606.93 SACRIFICIAL CRASH CUSHION	6.000 EA				
0310	610.08 PLAIN RIPRAP	50.000 CY				
0320	618.14 SEEDING METHOD NUMBER 2	100.000 UN				
0330	619.12 MULCH	100.000 UN				
0340	620.58 EROSION CONTROL GEOTEXTILE	160.000 SY				

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026340.00 **Project(s):** 026340.00, 026342.00, 026884.00

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
0350	627.18 12 " SOLID WHITE PAVEMENT MARKING	29,100.000 LF				
0360	627.30 GROOVING FOR PAVEMENT MARKING	267,000.000 SF				
0370	627.51 6" TEMPORARY PAVEMENT TAPE, YELLOW OR WHITE	800.000 LF				
0380	627.744 6" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	76,000.000 LF				
0390	627.745 6" WHITE OR YELLOW POLYUREA PAVEMENT MARKING LINE (RECESSED)	516,000.000 LF				
0400	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	800.000 SF				
0410	627.77 REMOVING PAVEMENT MARKINGS	1,150.000 SF				
0420	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	660,000.000 LF				
0430	627.781 TEMPORARY 6 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	1,421,500.000 LF				
0440	629.05 HAND LABOR, STRAIGHT TIME	90.000 HR				

Proposal ID: 026340.00 **Project(s):** 026340.00, 026342.00, 026884.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0450	631.112 WELDING MACHINE (INCLUDING OPERATOR)	20.000 HR				
0460	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	30.000 HR				
0470	631.133 SKID STEER (INCLUDING OPERATOR)	40.000 HR				
0480	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	72.000 HR				
0490	639.18 FIELD OFFICE TYPE A	1.000 EA				
0500	652.30 FLASHING ARROW BOARD	14.000 EA				
0510	652.312 TYPE III BARRICADE	4.000 EA				
0520	652.33 DRUM	480.000 EA				
0530	652.34 CONE	2,660.000 EA				
0540	652.35 CONSTRUCTION SIGNS	12,008.000 SF				
0550	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	297.000 CD				
0560	652.38 FLAGGER	850.000 HR				

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026340.00 **Project(s):** 026340.00, 026342.00, 026884.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0570	652.381 TRAFFIC OFFICER	65.000 HR				
0580	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	14.000 EA				
0590	652.441 TYPE 1 SMART WOK ZONE SYSTEM	2.000 EA				
0600	652.442 TYPE 2 SMART WOK ZONE SYSTEM	1.000 EA				
0610	652.45 AUTOMATED TRAILER MOUNTED SPEED LIMIT SIGN	12.000 EA				
0620	652.46 SEQUENTIAL FLASHING WARNING LIGHTS	130.000 EA				
0630	652.47 TEMPORARY PORTABLE RUMBLE STRIP	20.000 GP				
0640	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM			
0650	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, **WINs 26340.00, 26342.00, and 26884.00 for Pavement Milling, Ultra-Thin Bonded Wearing Course, Hot Mix Asphalt Overlay, Bridge Joint Modifications with Safety Improvements in the Towns of Bowdoin, Bowdoinham, Richmond, Topsham, West Gardiner, and the City of Gardiner, Counties of Kennebec and Sagadahoc, 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 **180** 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: **WINs 26340.00, 26342.00, and 26884.00 for Pavement Milling, Ultra-Thin Bonded Wearing Course, Hot Mix Asphalt Overlay, Bridge Joint Modifications with Safety Improvements in the Towns of Bowdoin, Bowdoinham, Richmond, Topsham, West Gardiner, and the City of Gardiner, Counties of Kennebec and Sagadahoc,** 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. This award consummates the Contract, and the documents referenced herein.

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, **WINs 26340.00, 26342.00, and 26884.00 for Pavement Milling, Ultra-Thin Bonded Wearing Course, Hot Mix Asphalt Overlay, Bridge Joint Modifications with Safety Improvements in the Towns of Bowdoin, Bowdoinham, Richmond, Topsham, West Gardiner, and the City of Gardiner, Counties of Kennebec and Sagadahoc, 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 **180** 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: **WINs 26340.00, 26342.00, and 26884.00 for Pavement Milling, Ultra-Thin Bonded Wearing Course, Hot Mix Asphalt Overlay, Bridge Joint Modifications with Safety Improvements in the Towns of Bowdoin, Bowdoinham, Richmond, Topsham, West Gardiner, and the City of Gardiner, Counties of Kennebec and Sagadahoc,** 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. This award consummates the Contract, and the documents referenced herein.

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:

SAMPLE

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.**1224.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere,** County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 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, November 2014 Edition, Standard Details November 2014 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.

SAMPLE

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 November 2014 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, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 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.

SAMPLE

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, November 2014 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 November 2014 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

	(Sign Here)
Date	(Signature of Legally Authorized Representative of the Contractor)
(Witness Sign Here)	**(Print Name Here)**
Witness	(Name and Title Printed)

SAMPLE

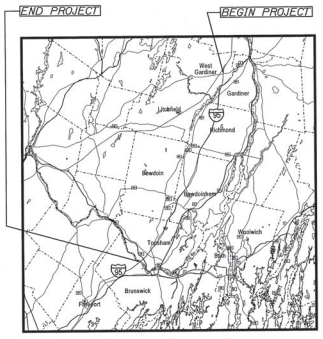
G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date	By: David Bernhardt, Commissioner
(Witness)	

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



LOCATION MAP

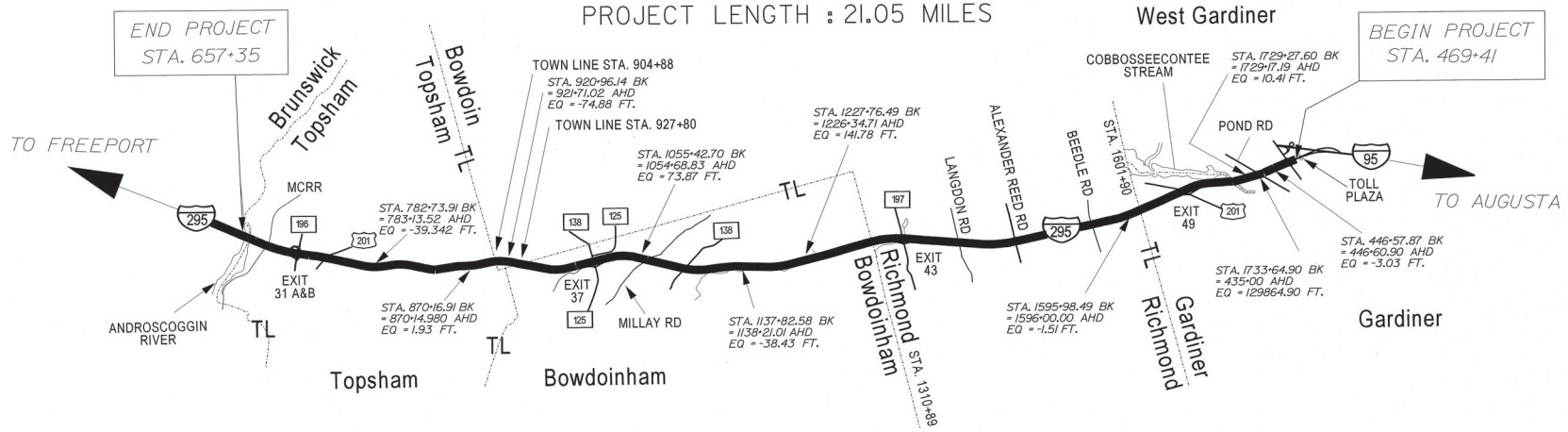
WEST GARDINER- TOPSHAM

KENNEBEC & SAGADAHOC COUNTIES

INTERSTATE 295 SOUTHBOUND

FEDERAL PROJECT 2634000

PROJECT LENGTH : 21.05 MILES



PROJECT LOCATION:	INTERSTATE 295 SOUTHBOUND, BEGINNING 0.02 MILE NORTH OF ROUTE 126 OVERPASS AND EXTENDING SOUTHERLY 21.05 MILES TO THE NORTHERN BRIDGE JOINT OVER THE MCRR BRIDGE # 1512.
PROGRAM AREA:	REGIONAL PROGRAM
SCOPE OF WORK:	ULTRA-THIN BONDED WEARING COURSE

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

APPROVED

COMMISSIONER: _____ DATE 1-12-24

CHIEF ENGINEER: _____ DATE 1-22-2024

STATE OF MAINE Scott C. Bickford 12081 REGISTERED PROFESSIONAL ENGINEER

PROJECT INFORMATION		SIGNATURE	P.E. NUMBER	DATE
PROGRAM	REGIONAL			
PROJECT MANAGER	SHAWN SMITH			
DESIGNER			12081	1/12/24
CONSULTANT				
PROJECT RESIDENT				
CONTRACTOR				
PROJECT COMPLETION DATE				

WIN 26340.00 FEDERAL PROJECT 2634000

WEST GARDINER-TOPSHAM
INTERSTATE 295 SOUTHBOUND
TITLE SHEET

SHEET NUMBER 1 OF 1

Filename: ...\26340.00 Title 01.11.2024.dgn Division: HIGHWAY Username: MichaelLenko Date:1/12/2024

SOUTHBOUND TRAFFIC DATA

TRAFFIC DATA	SEC. 1 I-295 (SB) S/O OFF RAMP TO SR 9/126	SEC. 2 I-295 (SB) S/O ON RAMP FROM SR 9/126	SEC. 3 I-295 (SB) S/O OFF RAMP TO US 201	SEC 4 I-295 SB ON RAMP FROM US 201	SEC 5 I-295 SB OFF RAMP TO SR 197	SEC 6 I-295 SB ON RAMP FROM SR 197	SEC 7 I-295 (SB) S/O OFF RAMP TO SR 125/138	SEC 8 I-295 (SB) S/O ON RAMP FROM SR 125/138	SEC 9 I-295 (SB) N/O ON RAMP FROM SR 196	SEC 10 I-295 SB OFF RAMP TO SR 196 (WB)	SEC 11 I-295 SB OFF RAMP TO SR 196 (EB)	SEC 12 I-295 SB ON RAMP FROM SR 196	SEC 13 I-295 (SB) 0.6 MI N/O OVERPASS TO US 1
Current (2024) AADT	8940	11030	10610	12500	11590	13180	12830	13400	12070	1330	1500	4050	14610
Future (2044) AADT	9830	12130	11670	13750	12750	14500	14110	14740	13280	1460	1650	4460	16070
DHV - % of AADT	11%	12%	11%	11%	10%	11%	11%	12%	12%	14%	9%	12%	13%
Design Hour Volume	1081	1456	1284	1513	1275	1595	1552	1769	1594	204	149	535	2089
% Heavy Trucks (AADT)	18%	18%	13%	17%	14%	12%	16%	16%	18%	5%	5%	7%	15%
% Heavy Trucks (DHV)	12%	11%	9%	11%	9%	8%	11%	8%	9%	1%	1%	2%	7%
Directional Distribution (DHV)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
18 kip Equivalent P 2.0	2132	2553	1991	2626	1947	1906	2422	2646	2662	88	94	317	2644
18 kip Equivalent P 2.5	2030	2432	1897	2501	1854	1816	2307	2520	2536	84	89	302	2519
Design Speed (mph)	70	70	70	70	70	70	70	70	70	70	70	70	70
Functional Class	PRINCIPAL ARTERIAL INTERSTATE												
Corridor Priority	1												

NOT TO SCALE

WEST GARDINER-TOPSHAM
INTERSTATE 295 SOUTHBOUND

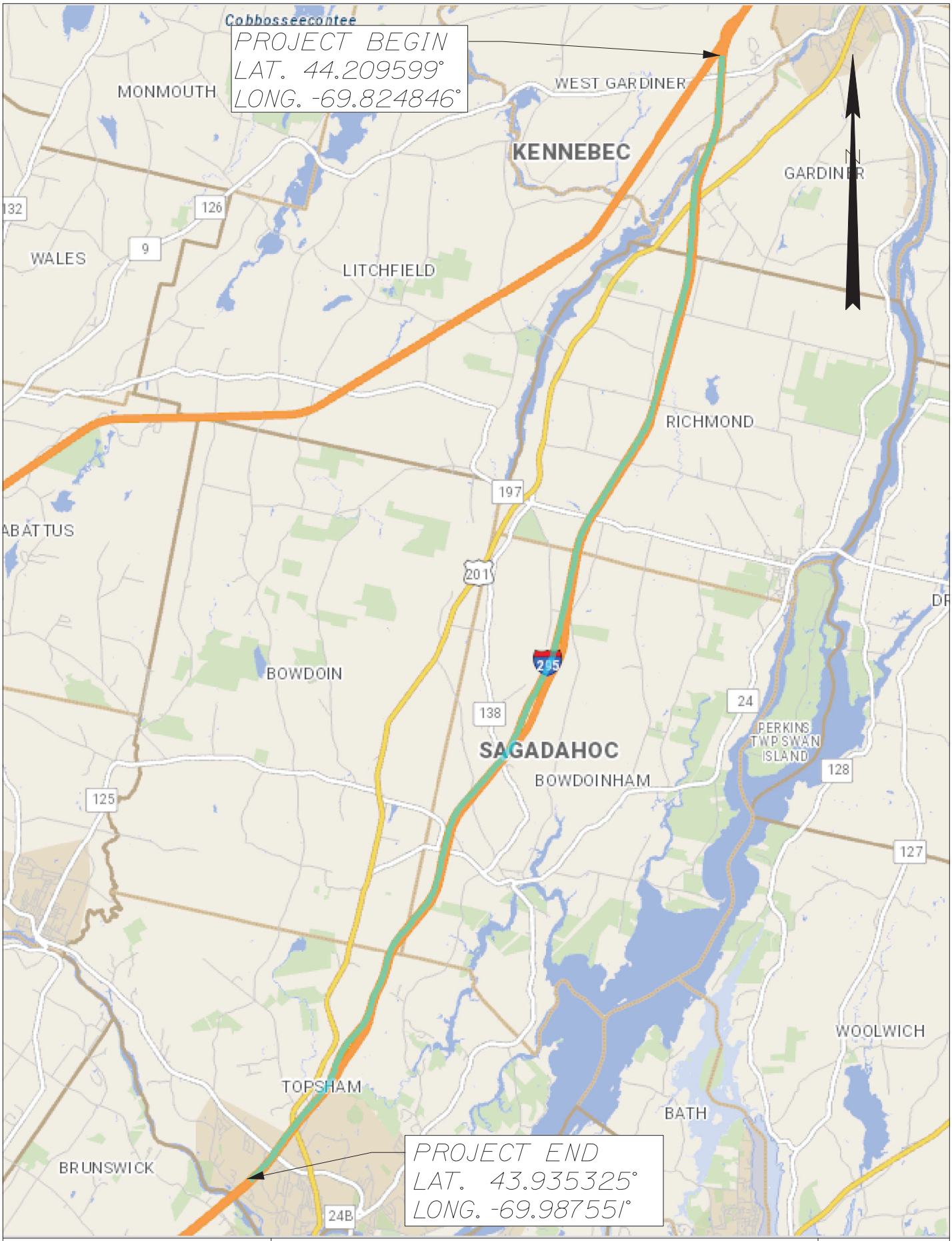
TRAFFIC DATA SHEET

WIN 26340.00

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

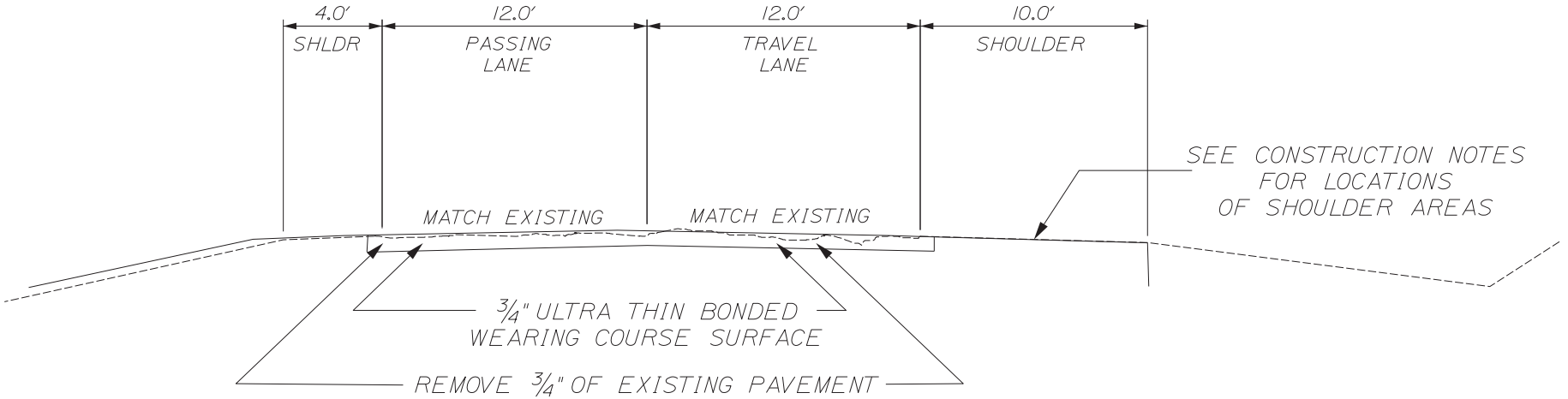
2634000 HIGHWAY PLANS

SHEET NUMBER
1 OF 1



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	INTERSTATE 295 SOUTHBOUND WEST GARDINER - TOPSHAM	SHEET NUMBER 37 1 OF 1
26340.00	LOCATION MAP	

3/4" MILL
3/4" ULTRA THIN BONDED WEARING COURSE

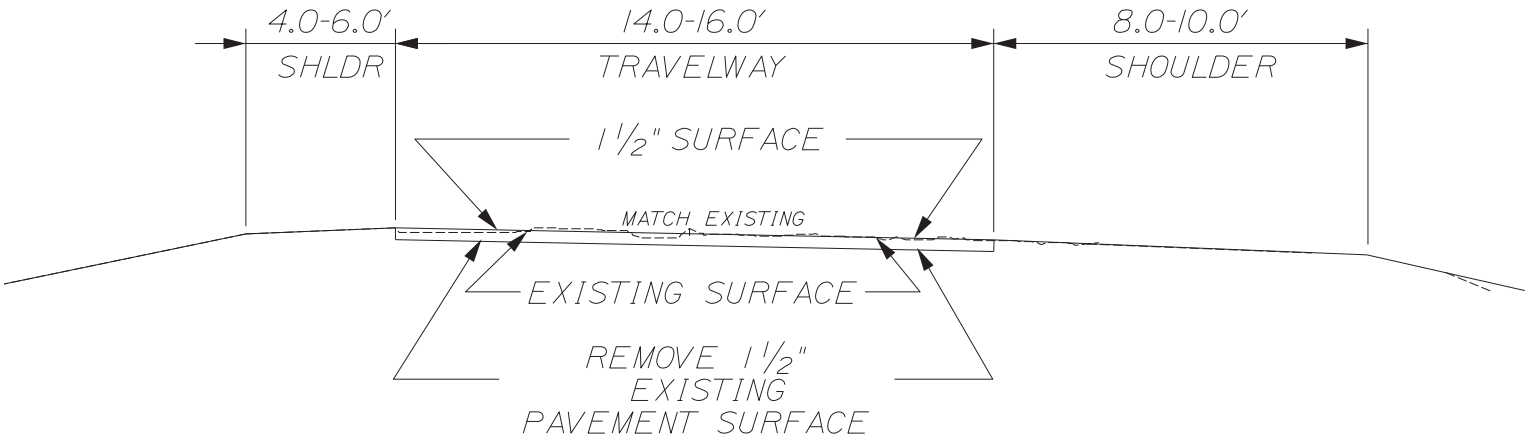


NOT TO SCALE

WEST GARDINER - TOPSHAM INTERSTATE 295 SOUTHBOUND TYPICAL SECTIONS	**WIN 26340.00**	STATE OF MAINE DEPARTMENT OF TRANSPORTATION **2634000** HIGHWAY PLANS	SHEET NUMBER 1 OF 4

RAMPS

MILL & FILL
MAINLINE ONLY

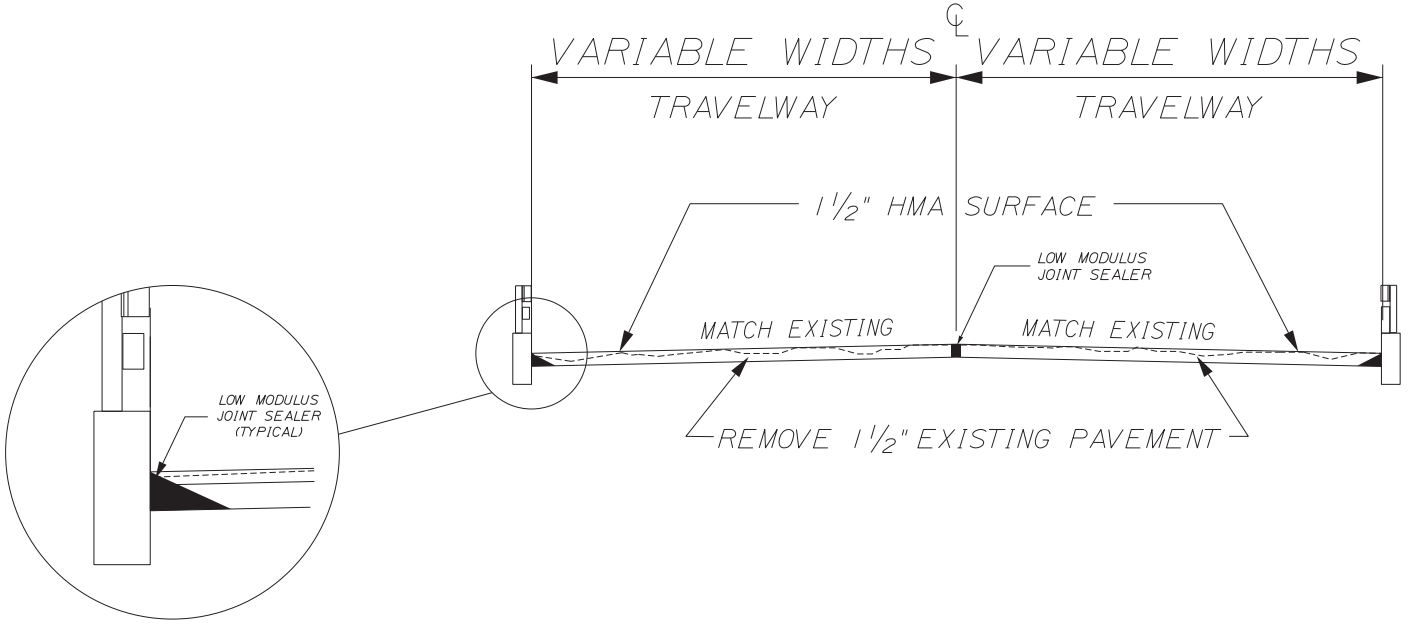


SEE CONSTRUCTION NOTES FOR LOCATIONS AND WIDTHS

NOT TO SCALE

WEST GARDINER - TOPSHAM INTERSTATE 295 SOUTHBOUND		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	SHEET NUMBER 2 OF 4
TYPICAL SECTIONS	**WIN 26340.00**	**2634000** HIGHWAY PLANS	

1 ½" MILL & FILL
FULL WIDTH
BRIDGE DECKS

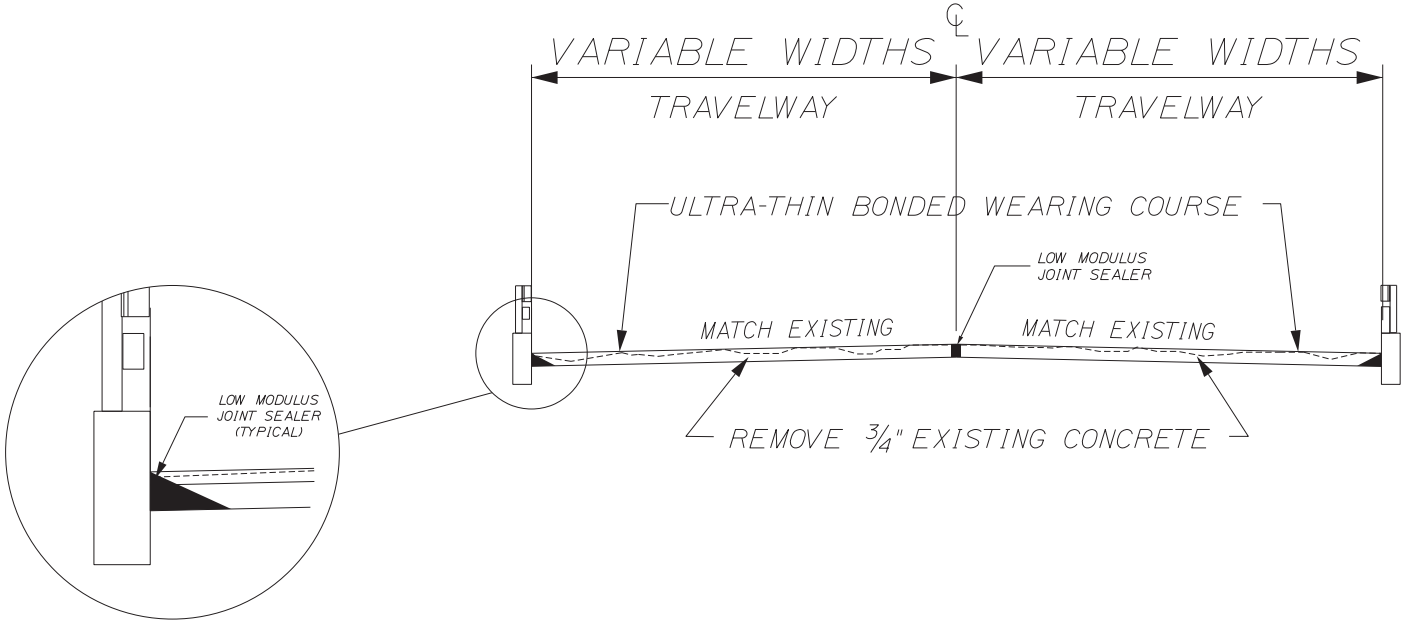


COBBOSSEECONTEE STREAM BRIDGE #1534

NOT TO SCALE

WEST GARDINER - TOPSHAM INTERSTATE 295 SOUTHBOUND TYPICAL SECTIONS	**WIN 26340.00**	STATE OF MAINE DEPARTMENT OF TRANSPORTATION **2634000** HIGHWAY PLANS	SHEET NUMBER 3 OF 4

3/4" MILL & FILL
FULL WIDTH
CATHANCE RIVER BRIDGE



CATHANCE RIVER BRIDGE #0158

NOT TO SCALE

WEST GARDINER - TOPSHAM INTERSTATE 295 SOUTHBOUND TYPICAL SECTIONS	**WIN 26340.00**	STATE OF MAINE DEPARTMENT OF TRANSPORTATION **2634000** HIGHWAY PLANS	SHEET NUMBER 4 OF 4

STATIONING

Route 138	1010+35	Bridge Joint Bridge # 1552
Route 138	1011+35	Bridge Joint Bridge # 1552
Equation	1055+42.701 Back= 1054+68.83 Ahead	
Equation	1137+82.58 Back= 1138+21.01 Ahead	
Equation	1227+76.49 Back= 1226+34.71 Ahead	
Bowdoinham Town Line	1310+89	Sign
Alexander Reed Road	1464+23	Overpass
Equation	1595+98.49 Back= 1596+00 Ahead	
Richmond Town Line	1601+90	Sign
US Route 201	1649+53	Overpass
Cobbosseecontee Stream	1703+76	Bridge Joint Bridge #1534
Cobbosseecontee Stream	1705+69	Bridge Joint Bridge #1534
Equation	1729+27.60 Back= 1729+17.19 Ahead	
Equation	1733+64.90 Back= 435+00 Ahead	
Pond Road	438+94	Overpass
Equation	446+57.87 Back= 446+60.90 Ahead	
Begin Project	**469+41**	**Begin Project**

STATIONING

End Project	**657+35**	**End Project**
MCRR	657+35	Bridge Joint Bridge # 1512
Cathance River	741+15	Bridge Joint Bridge # 0158
Cathance River	741+90	Bridge Joint Bridge # 0158
Equation	782+73.91 Back= 783+13.52 Ahead	
Equation	870+16.91 Back= 870+14.98 Ahead	
Topsham Town Line	904+88	Sign
Equation	920+96.14 Back= 921+71.02 Ahead	
Bowdoin Town Line	927+80	Sign

RAMP STATIONING

Exit 49 Off Ramp

STA. 0+00 = 1668+61 SB

STA. 21+75 = Gutter line of US Route 201

Exit 49 On Ramp

STA. 0+00 = Gutter line of US Route 201

STA. 24+15 = 1622+92 SB

Exit 43 Off Ramp

STA. 0+00 = 1462+25 SB

STA. 20+95 = Gutter line of Route 197

Exit 43 On Ramp

STA. 0+00 = Gutter line of Route 197

STA. 27+50 – 1316+45 SB

Exit 37 Off Ramp

STA. 0+00 = 1027+88 SB

STA. 17+27 Gutter line of Route 125/138

Exit 37 On Ramp

STA. 0+00 = Gutter line of Route 125/138

STA. 24+92 = 986+30 SB

Exit 31B Off Ramp

STA. 0+00 = 707+29 SB

STA. 17+14 = Joint on Route 196

Exit 31A Off Ramp

STA. 0+00 = 695+40 SB

STA. 24+15 = Joint on Route 196

Exit 31 On Ramp

STA. 0+00 = Gutter line of Route 196

STA. 29+50 = 663+35 SB

Construction Notes

202.2023 Removing Pavement Surface – Medium Cut Drum

Mainline

Station	to	Station	Depth	Remarks
469+-41	-	446+61		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
446+58	-	435+00		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1733+65	-	1729+17		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1729+28	-	1705+69		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1705+69	-	1703+76		40.0’ +/- full width
			1 ½”	Cobbosseecontee Stream Bridge Deck
1703+76	-	1596+00		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1595+99	-	1226+35		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1227+76	-	1138+21		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1137+83	-	1054+69		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1055+43	-	1011+35		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1011+35	-	1010+35		Route 125/138 Bridge Deck Concrete/no work planned
1010+35	-	921+71		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing

Construction Notes

202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Mainline

Station	to	Station	Depth	Remarks
920+96	-	870+15	¾”	25.5’ +/- total width 13.0’ +/- travel/12.5’+/- passing
870+17	-	783+14	¾”	25.5’ +/- total width 13.0’ +/- travel/12.5’+/- passing
782+74	-	741+90	¾”	25.5’ +/- total width 13.0’ +/- travel/12.5’+/- passing
741+90	-	741+15	¾”	Cathance River Bridge Deck 45.0’ +/- full width
741+15	-	657+35	¾”	25.5’ +/- total width 13.0’ +/- travel/12.5’+/- passing

Shoulder

Station	to	Station	Depth	Remarks
1334+84	-	1334+59	1 ½”	12.0’ +/- total width travel lane shoulder

Ramps

Station	to	Station	Depth	Remarks
			Exit 49 Off Ramp	
0+00	-	1+50+/-	1 ½”	20.0’ +/- straight grade mainline and shoulder
1+50	-	20+00+/-	1 ½”	16.0’+/- mainline
20+00	-	21+75+/-	1 ½”	26.0’+/- full width right spur
21+00	-	21+75+/-	1 ½”	26.0’+/- full width left spur

Construction Notes

202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Ramps

Station	to	Station	Depth	Remarks
			Exit 49 On Ramp	
0+00	-	0+57+/-	1 ½"	75.0'+/- full width
0+75	-	22+65+/-	1 ½"	16.0'+/- mainline only
22+65	-	24+15+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
			Exit 43 Off Ramp	
0+00	-	1+50+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
1+50	-	20+20+/-	1 ½"	16.0'+/- mainline only
20+20	-	20+95+/-	1 ½"	30.0'+/- full width right spur
20+20	-	20+95+/-	1 ½"	30.0'+/- full width left spur
			Exit 43 On Ramp	
0+00	-	0+75+/-	1 ½"	65.0'+/- full width
0+75	-	26+00+/-	1 ½"	16.0'+/- mainline only
26+00	-	27+50+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
			Exit 37 Off Ramp	
0+00	-	1+50+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
1+50	-	16+40+/-	1 ½"	16.0'+/- mainline only
16+40	-	17+27+/-	1 ½"	26.0'+/- full width right spur
16+40	-	17+27+/-	1 ½"	22.0'+/- full width left spur

Construction Notes

202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Ramps

Station	to	Station	Depth	Remarks
			Exit 37 On Ramp	
0+00	-	0+75+/-	1 ½"	50.0'+/- full width
0+75	-	23+42+/-	1 ½"	16.0'+/- mainline only
23+42	-	24+92+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
			Exit 31B Off Ramp	
0+00	-	1+50+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
1+50	-	16+64+/-	1 ½"	16.0'+/- mainline only
16+64	-	17+14+/-	1 ½"	16.0'+/- full width
			Exit 31A Off Ramp	
0+00	-	1+50+/-	1 ½"	15' +/- straight grade mainline and shoulder
1+50	-	24+15+/-	1 ½"	16.0'+/- mainline only
			Exit 31 On Ramp	
0+00	-	0+75+/-	1 ½"	50.0'+/- full width
0+75	-	28+00+/-	1 ½"	16.0'+/- mainline only
28+00	-	29+50+/-	1 ½"	20.0' +/- straight grade mainline and shoulder

Above locations are estimates only and may be changed by the Resident.
Shoulder areas shall be milled as directed.

Contractor will remove pavement to maintain existing cross slopes or as directed by the Resident. Bridges will be profiled for milling and paving operations. Mark downs shall be in place on Mainline prior to commencing milling operations. Contractor will establish centerline control points prior to removal of existing centerline. **Contractor is advised that the crack near centerline may not represent true centerline.** The centerline may require adjustment to maintain the twelve-foot travel lanes, and a four-foot passing lane shoulder widths. See Typicals for ramps.

Construction Notes

202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

***The Department shall assess the bridge headers and may require additional milling and shim to improve the bridge approach profile. Some header elevation adjustments may be required to include partial removal of the uppermost portion of the header, not to exceed 1", and replaced with an approved mastic material. The removal of header material shall be paid under hand labor and appropriate equipment rental items, and mastic will be paid under the mastic contract item.

403.2111 9.5mm Polymer Modified HMA Shim

This item to be used for a leveling course, for ramps, crossovers, possible de-lamination areas in the pavement removal areas, rutting areas, and overlay areas, and as directed the Resident.

410.151 Emulsified Asphalt Sealcoat Applied

To be applied to the 4' & 10' shoulders the entire length of project and as directed. Shoulders that are not resurfaced on ramps and mainline will be seal coated.

424.22 Asphalt Rubber Crack Sealer Type 2, Applied

Item will be used to treat centerline, longitudinal cracks on mainline & shoulders, including ramps, and as directed by the Resident.

424.3333 Low Modulus Joint Sealer, Applied

Item used as depicted in Typical 4. Item shall be applied to bridge centerline longitudinal joint, and gutter lines.

424.38 Crack Repair- Hot Pour Mastic

Item will be used to treat centerline, longitudinal cracks on mainline & shoulders, including ramps, and directed by the Resident.

627.30 Grooving for Pavement Marking

Item shall include yellow edge line, white edge line, and white skips. Skip lines shall be ground 15 feet in length.

Construction Notes

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

All areas that have received the surface course shall be painted prior to being opened to traffic or immediately after the lane closure is removed. Any striping procedure besides paint, including white and yellow temporary approved raised pavement markers, shall be considered incidental.

627.781 Temporary 6" Painted Pavement Marking Line, White or Yellow

Item is to be used once lanes have been milled, prior to being opened to traffic or immediately after the lane closure is removed. Any striping procedure besides paint, including white and yellow temporary approved raised pavement markers, shall be considered incidental.

629 & 631 Items

These Items to be used for plumbing existing delineator posts, cleaning culverts, cleaning winter sand from guardrail areas and paved areas under overpasses, and removing excess material from in-slopes, in-slopes behind guardrail areas, ditching, and other work as directed. All equipment used for certain tasks and operations will be as directed by the Resident.

1709+00-1705+69 travel lane remove excess material as directed.
1703+65-1703+35 passing lane remove excess material as directed.
1703+65-1694+50 travel lane remove excess material as directed.
Exit 49 off ramp right remove excess material as directed.
Exit 49 off ramp 7+00-16+05 right remove excess material as directed.
Exit 49 on ramp 1+50-5+15 right remove excess material as directed.
Exit 37 on ramp 0+50-3+75 right remove excess material as directed.
Exit 31 on ramp 1+50-5+00 right remove excess material as directed.

652.35 Construction Signs

Two "Road Work Next 22 Miles" signs are required as part of this project.

GUARDRAIL

MIDWAY SPLICE FLARED TERMINAL			ADJUST GUARDRAIL		REMOVE/RESET NEW GUARDRAIL			REMARKS
STATION	STATION	LANE	STATION	STATION	STATION	STATION		
1729+00	1728+50	**Passing**						Remove/Replace Existing CAT/Adjust as needed
1720+49	1720+08	Travel						Remove/Replace Existing/Adjust as needed
1710+31	1709+90	Passing						Remove/Replace Existing/Adjust as needed
1708+93	1708+52	Travel						Remove/Replace Existing/Adjust as needed
1673+83	1673+42	Travel						Remove/Replace Existing/Adjust as needed
1634+98	1634+57	Passing						Remove/Replace Existing/Adjust as needed
1503+84	1503+43	Travel						Remove/Replace Existing/Adjust as needed
1502+41	1502+00	Passing						Remove/Replace Existing/Adjust as needed
1491+10	1490+69	Travel						Remove/Replace Existing/Adjust as needed
1490+75	1490+34	Passing						Remove/Replace Existing/Adjust as needed
1342+31	1341+90	Passing						Remove/Replace Existing/Adjust as needed
1342+31	1341+90	Travel						Remove/Replace Existing/Adjust as needed
1260+65	1260+24	Passing						Remove/Replace Existing/Adjust as needed
1258+82	1258+41	Travel						Remove/Replace Existing/Adjust as needed
1237+33	1236+92	Passing						Remove/Replace Existing/Adjust as needed
1236+12	1235+71	Passing						Remove/Replace Existing/Adjust as needed
1235+13	1234+72	Travel						Remove/Replace Existing/Adjust as needed
1212+11	1211+70	Passing						Remove/Replace Existing/Adjust as needed
1211+15	1210+74	Travel						Remove/Replace Existing/Adjust as needed
1204+88	1204+47	Passing						Remove/Replace Existing/Adjust as needed
1195+14	1194+73	Passing						Remove/Replace Existing/Adjust as needed
1149+52	1149+11	Travel						Remove/Replace Existing/Adjust as needed
1167+04	1166+63	Passing						Remove/Replace Existing/Adjust as needed
1136+67	1136+26	Passing						Remove/Replace Existing/Adjust as needed
1132+21	1131+80	Travel						Remove/Replace Existing/Adjust as needed
1121+82	1121+41	Passing						Remove/Replace Existing/Adjust as needed
1097+11	1096+70	Travel						Remove/Replace Existing/Adjust as needed
1095+12	1094+71	Passing						Remove/Replace Existing/Adjust as needed

Guardrail shall require seven-foot posts on all runs. End treatments shall be installed using posts as recommended by the manufacturer. The contractor shall provide the Resident with the system to be used on the project at the pre-construction meeting. The contractor shall plan their work accordingly that end treatments shall be installed within the widen shoulder areas and installed according to manufacturers' recommendations. Any adjustments needed from installing guardrail or end treatments prior to, after paving surface, or after winter suspension shall be the responsibility of the contractor. Terminals and widenings have been estimated for a 41.0' end treatment.

** Requires Median Sacrificial Crash Cushion Item 606.93

End Treatments to be selected from MASH Compliant MaineDOT QPL

MIDWAY SPLICE FLARED TERMINAL			ADJUST GUARDRAIL		REMOVE/RESET NEW GUARDRAIL			REMARKS
STATION	STATION	LANE	STATION	STATION	STATION	STATION		
1032+60	1032+19	Passing						Remove/Replace Existing/Adjust as needed
1031+42	1031+01	Travel						Remove/Replace Existing/Adjust as needed
1017+97	1017+56	Travel						Remove/Replace Existing/Adjust as needed
983+20	982+79	Passing						Remove/Replace Existing/Adjust as needed
940+23	939+82	Passing						Remove/Replace Existing/Adjust as needed
917+60	917+19	Passing						Remove/Replace Existing/Adjust as needed
916+95	916+54	Travel						Remove/Replace Existing/Adjust as needed
889+52	889+11	Passing						Remove/Replace Existing/Adjust as needed
748+06	747+65	Travel						Remove/Replace Existing/Adjust as needed
747+44	747+03	Passing						Remove/Replace Existing/Adjust as needed
706+64	706+23	**Passing**						Remove/Replace Existing CAT/Adjust as needed
660+14	659+73	Passing						Remove/Replace Existing/Adjust as needed
Exit 49 Off								
15+94	16+35	Left						Remove/Replace Existing/Adjust as needed
16+41	16+82	Right						Remove/Replace Existing/Adjust as needed
Exit 49 On								
5+65	6+06	Left						Remove/Replace Existing/Adjust as needed
Exit 43 Off								
8+10	7+69	**Left**						Remove/Replace Existing CAT/Adjust as needed
8+10	7+69	Right						Remove/Replace Existing/Adjust as needed
Exit 37 On								
8+00	7+59	Right						Remove/Replace Existing/Adjust as needed

Guardrail shall require seven-foot posts on all runs. End treatments shall be installed using posts as recommended by the manufacturer. The contractor shall provide the Resident with the system to be used on the project at the pre-construction meeting. The contractor shall plan their work accordingly that end treatments shall be installed within the widen shoulder areas and installed according to manufacturers' recommendations. Any adjustments needed from installing guardrail or end treatments prior to, after paving surface, or after winter suspension shall be the responsibility of the contractor. Terminals and widenings have been estimated for a 41.0' end treatment.

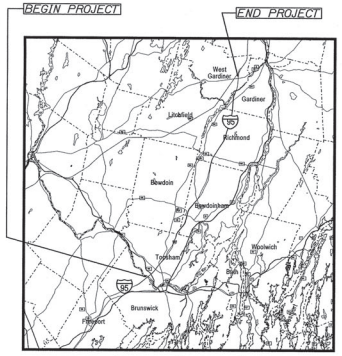
** Requires Median Sacrificial Crash Cushion Item 606.93

End Treatments to be selected from MASH Compliant MaineDOT QPL

MIDWAY SPLICE FLARED TERMINAL			ADJUST GUARDRAIL		REMOVE/RESET NEW GUARDRAIL			REMARKS
STATION	STATION	LANE	STATION	STATION	STATION	STATION		
Exit 31B Off								
1+21	1+62	Right						Remove/Replace Existing/Adjust as needed
10+25	10+66	Left						Remove/Replace Existing/Adjust as needed
10+55	10+96	Right						Remove/Replace Existing/Adjust as needed
Exit 31A Off								
17+35	17+76	Right						Remove/Replace Existing/Adjust as needed
Exit 31 On								
25+15	25+56	Right						Remove/Replace Existing/Adjust as needed

Guardrail shall require seven-foot posts on all runs. End treatments shall be installed using posts as recommended by the manufacturer. The contractor shall provide the Resident with the system to be used on the project at the pre-construction meeting. The contractor shall plan their work accordingly that end treatments shall be installed within the widen shoulder areas and installed according to manufacturers' recommendations. Any adjustments needed from installing guardrail or end treatments prior to, after paving surface, or after winter suspension shall be the responsibility of the contractor. Terminals and widenings have been estimated for a 41.0' end treatment.
** Requires Median Sacrificial Crash Cushion Item 606.93
End Treatments to be selected from MASH Compliant MaineDOT QPL

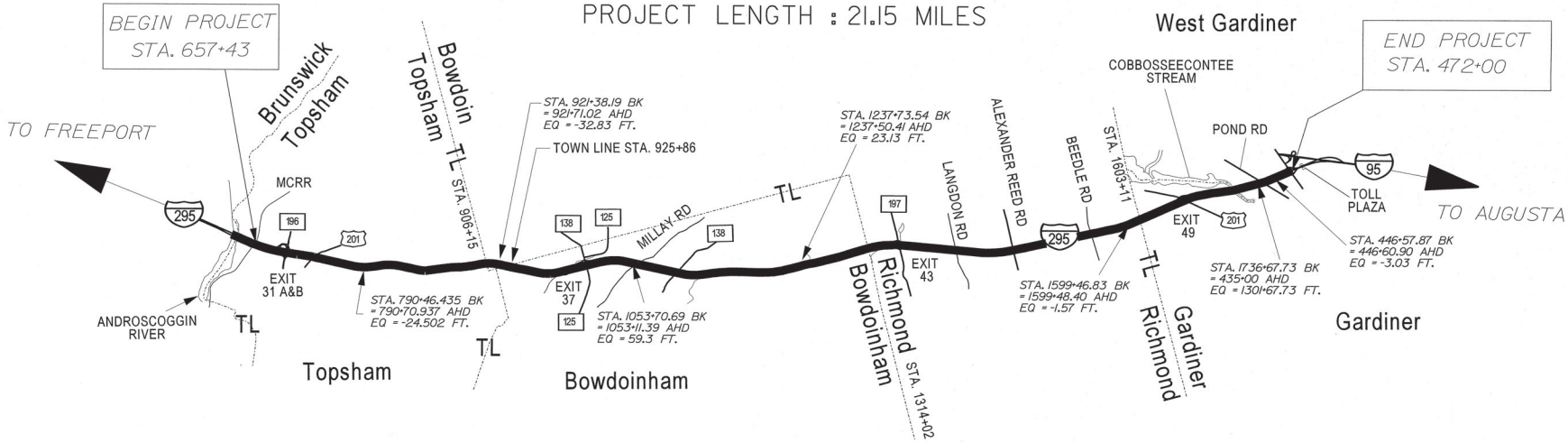
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



LOCATION MAP

TOPSHAM - WEST GARDINER
SAGADAHOC & KENNEBEC COUNTIES

INTERSTATE 295 NORTHBOUND
FEDERAL PROJECT 2634200
PROJECT LENGTH : 21.15 MILES



PROJECT LOCATION:	INTERSTATE 295 NORTHBOUND, BEGINNING AT THE NORTHERN BRIDGE JOINT AT THE MCRR BRIDGE #6270 AND EXTENDING NORTHERLY 21.15 MILES TO 0.06 MILE NORTH OF ROUTE 126 OVERPASS.
PROGRAM AREA:	REGIONAL PROGRAM
SCOPE OF WORK:	ULTRA-THIN BONDED WEARING COURSE

WIN 26342.00.00 FEDERAL PROJECT 2634200

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

APPROVED — DATE 1-23-24
COMMISSIONER:
CHIEF ENGINEER: 1-22-2024

STATE OF MAINE — Scott A. Hebert — 8231 — REGISTERED PROFESSIONAL ENGINEER
SIGNATURE
P.E. NUMBER 8231
DATE 1/23/24

PROJECT INFORMATION

PROGRAM	REGIONAL
PROJECT MANAGER	SHAWN SMITH
DESIGNER	
CONSULTANT	
PROJECT RESIDENT	
CONTRACTOR	
PROJECT COMPLETION DATE	

TOPSHAM - WEST GARDINER
INTERSTATE 295 NORTHBOUND
TITLE SHEET

SHEET NUMBER 1 OF 1

Filename: ...\001_Title 26342.00 01 11 2024.dgn Division: HIGHWAY Username: Michael.Lenko Date:1/23/2024

NORTHBOUND TRAFFIC DATA

TRAFFIC DATA	SEC. 1 I-295 (NB) 0.6 MI N/O OVERPASS TO US 1	SEC. 2 I-295 NB OFF RAMP TO SR 196 (LEWISTON)	SEC. 3 I-295 NB ON RAMP FROM SR 196 (LEWISTON)	SEC. 4 I-295 (NB) N/O OFF RAMP TO SR 196	SEC. 5 I-295 (NB) S/O OFF RAMP TO SR 125/138	SEC. 6 I-295 (NB) N/O OFF RAMP TO SR 125/138	SEC. 7 I-295 NB OFF RAMP TO SR 125/138	SEC. 8 I-295 NB ON RAMP FROM SR 125/138	SEC. 9 I-295 (NB) S/O OFF RAMP TO SR 197	SEC. 10 I-295 (NB) N/O OFF RAMP TO SR 197	SEC. 11 I-295 NB OFF RAMP TO SR 197	SEC. 12 I-295 NB ON RAMP FROM SR 197	SEC. 13 I-295 (NB) S/O OFF RAMP TO US 201	SEC. 14 I-295 (NB) N/O OFF RAMP TO US 201
Current (2024) AADT	15380	4840	3870	10550	14410	13530	880	360	13870	12260	1610	760	13020	11060
Future (2044) AADT	16920	5320	4260	11610	15850	14880	970	400	15260	13490	1770	840	14320	12710
DHV - % of AADT	13%	13%	14%	13%	12%	13%	14%	14%	13%	13%	16%	18%	13%	12%
Design Hour Volume	2200	692	596	1509	1902	1934	136	56	1984	1754	283	151	1862	1339
% Heavy Trucks (AADT)	11%	6%	4%	15%	11%	13%	8%	8%	13%	15%	11%	25%	14%	14%
% Heavy Trucks (DHV)	7%	2%	1%	9%	4%	9%	6%	6%	9%	10%	3%	6%	9%	10%
Directional Distribution (DHV)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
18 kip Equivalent P 2.0	1681	376	201	1746	1877	2074	101	42	2117	2145	249	377	2348	1934
18 kip Equivalent P 2.5	1602	359	192	1663	1788	1976	97	40	2016	2043	237	359	2237	1842
Design Speed (mph)	65	65	70	70	70	70	70	70	70	70	70	70	70	70
Functional Class	PRINCIPAL ARTERIAL INTERSTATE													
Corridor Priority	1													

TRAFFIC DATA	SEC. 15 I-295 NB OFF RAMP TO US 201	SEC. 16 I-95 NB ON RAMP FROM US 201	SEC. 17 I-295 (NB) S/O OFF RAMP TO SR 9/126	SEC. 18 I-295 (NB) N/O OFF RAMP TO SR 9/126
Current (2024) AADT	1960	1070	12130	10480
Future (2044) AADT	2160	1180	13340	11530
DHV - % of AADT	14%	14%	12%	12%
Design Hour Volume	302	165	1601	1384
% Heavy Trucks (AADT)	10%	15%	13%	14%
% Heavy Trucks (DHV)	6%	5%	6%	8%
Directional Distribution (DHV)	100%	100%	100%	100%
18 kip Equivalent P 2.0	252	190	2003	1908
18 kip Equivalent P 2.5	240	181	1908	1817
Design Speed (mph)	70	70	70	70
Functional Class	PRINCIPAL ARTERIAL INTERSTATE			
Corridor Priority	1			

NOT TO SCALE

TOPSHAM-WEST GARDINER
INTERSTATE 295 NORTHBOUND

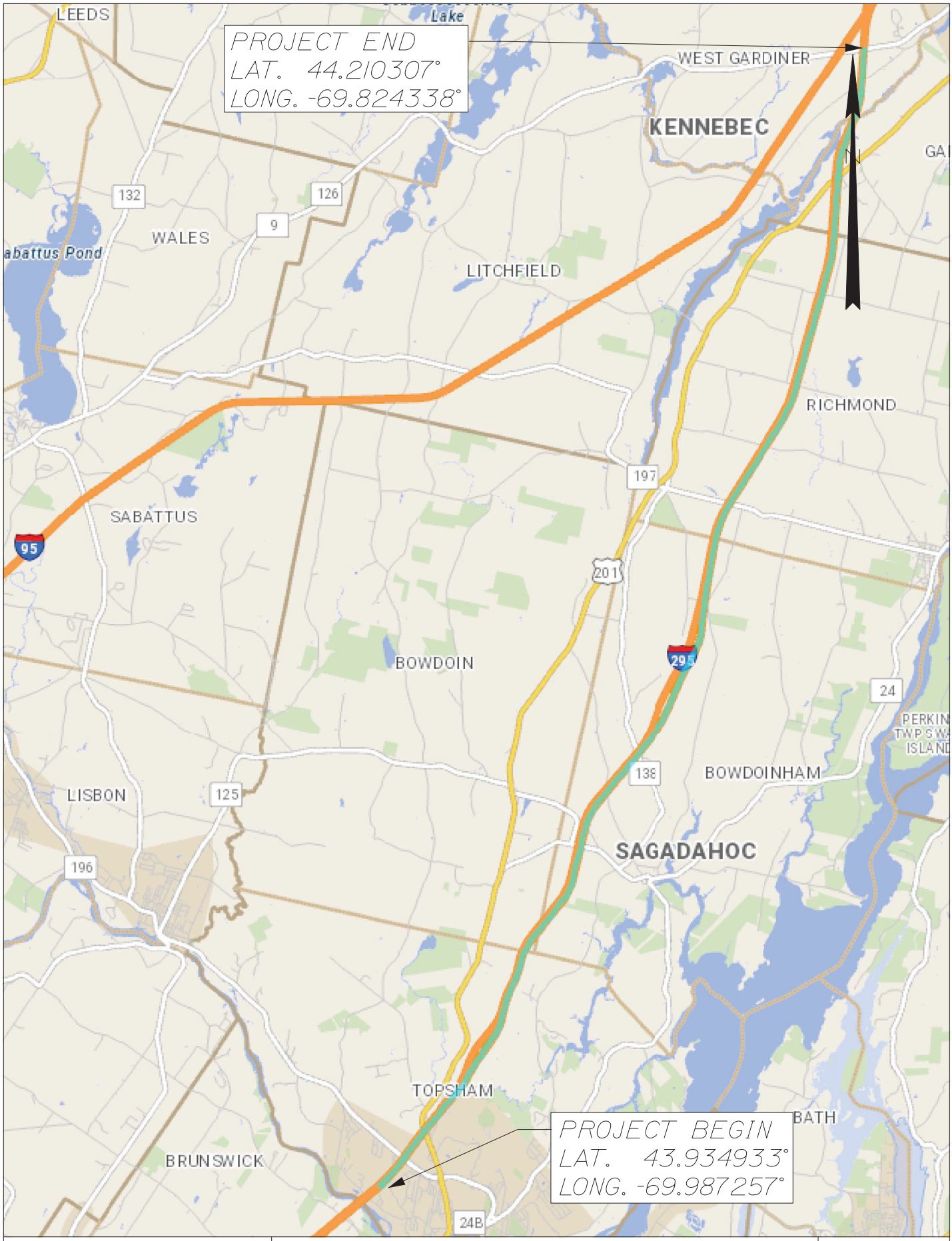
TRAFFIC DATA SHEET

WIN 26342.00

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

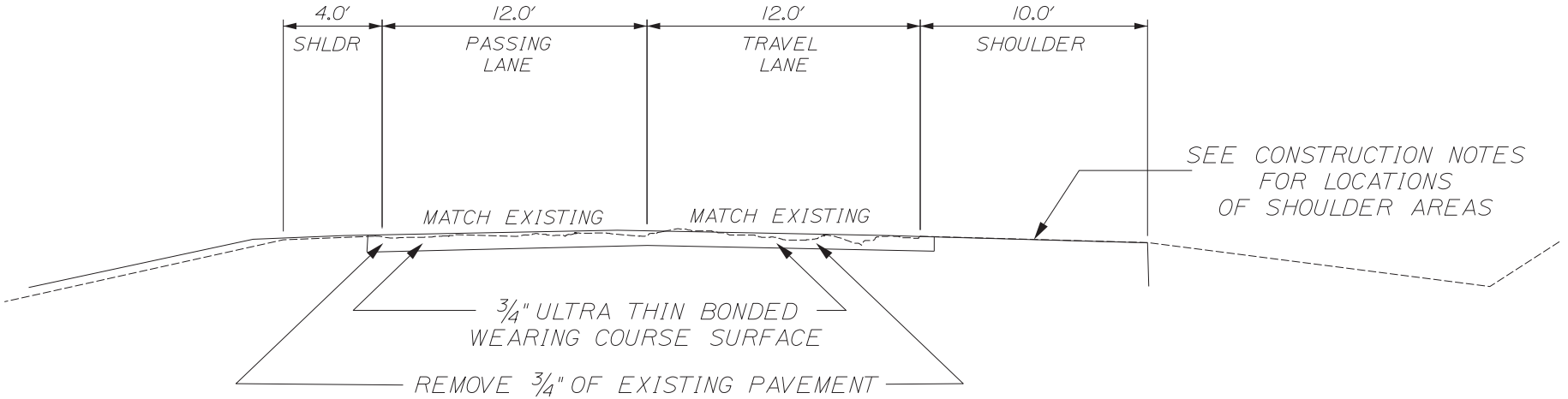
2634200 HIGHWAY PLANS

SHEET NUMBER
1 OF 1



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	INTERSTATE 295 NORTHBOUND TOPSHAM - WEST GARDINER	SHEET NUMBER 1
26342.00	LOCATION MAP	56 OF 1

3/4" MILL
3/4" ULTRA THIN BONDED WEARING COURSE

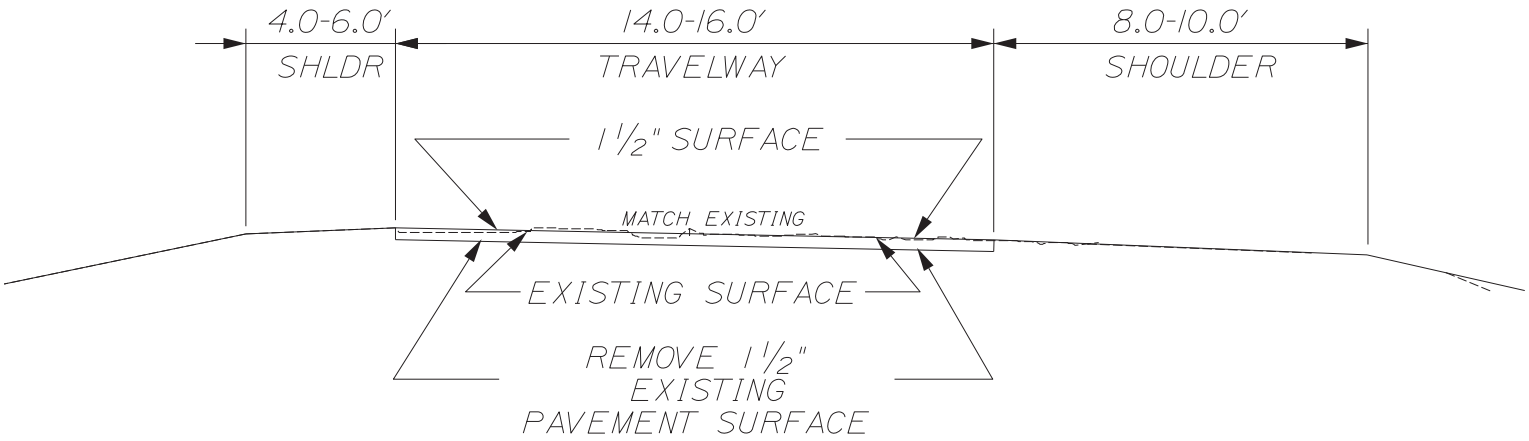


NOT TO SCALE

TOPSHAM - WEST GARDINER INTERSTATE 295 NORTHBOUND TYPICAL SECTIONS	**WIN 26342.00**	STATE OF MAINE DEPARTMENT OF TRANSPORTATION **2634200** HIGHWAY PLANS	SHEET NUMBER 1 OF 4

RAMPS

MILL & FILL
MAINLINE ONLY

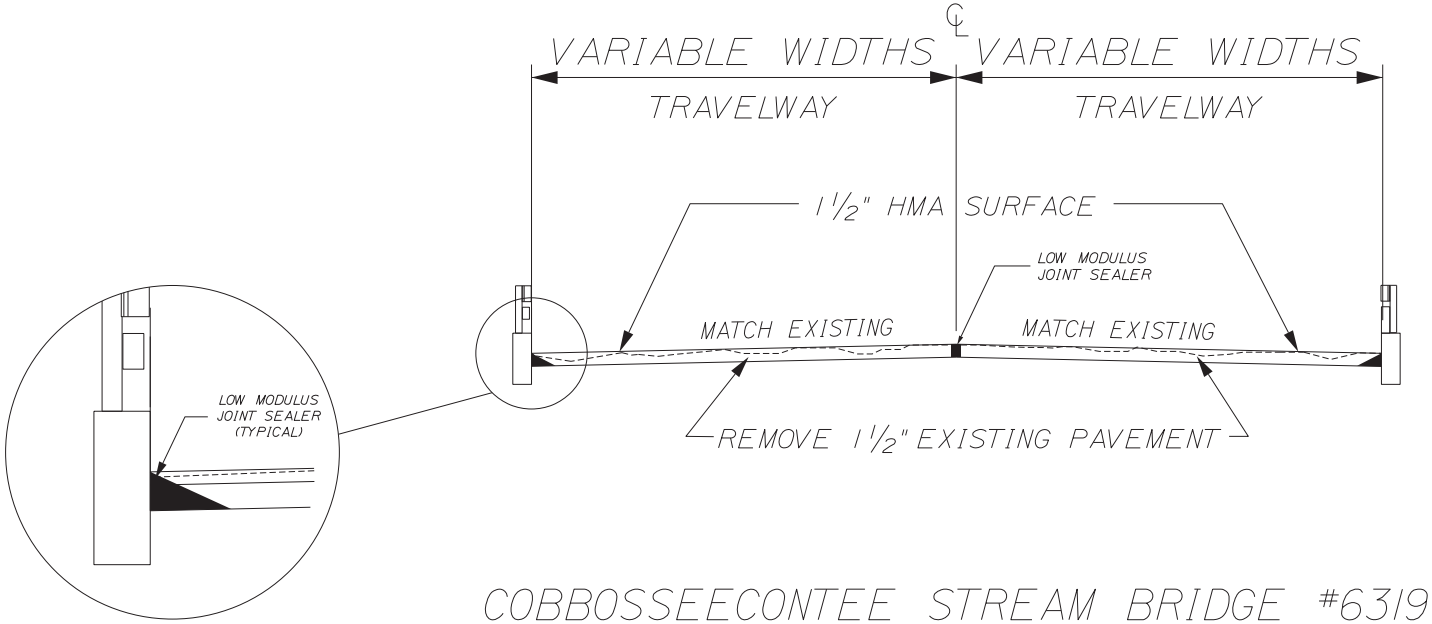


SEE CONSTRUCTION NOTES FOR LOCATIONS AND WIDTHS

NOT TO SCALE

TOPSHAM - WEST GARDINER INTERSTATE 295 NORTHBOUND		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	SHEET NUMBER 2 OF 4
TYPICAL SECTIONS	**WIN 26342.00**	**2634200** HIGHWAY PLANS	

1 ½" MILL & FILL
FULL WIDTH
BRIDGE DECKS

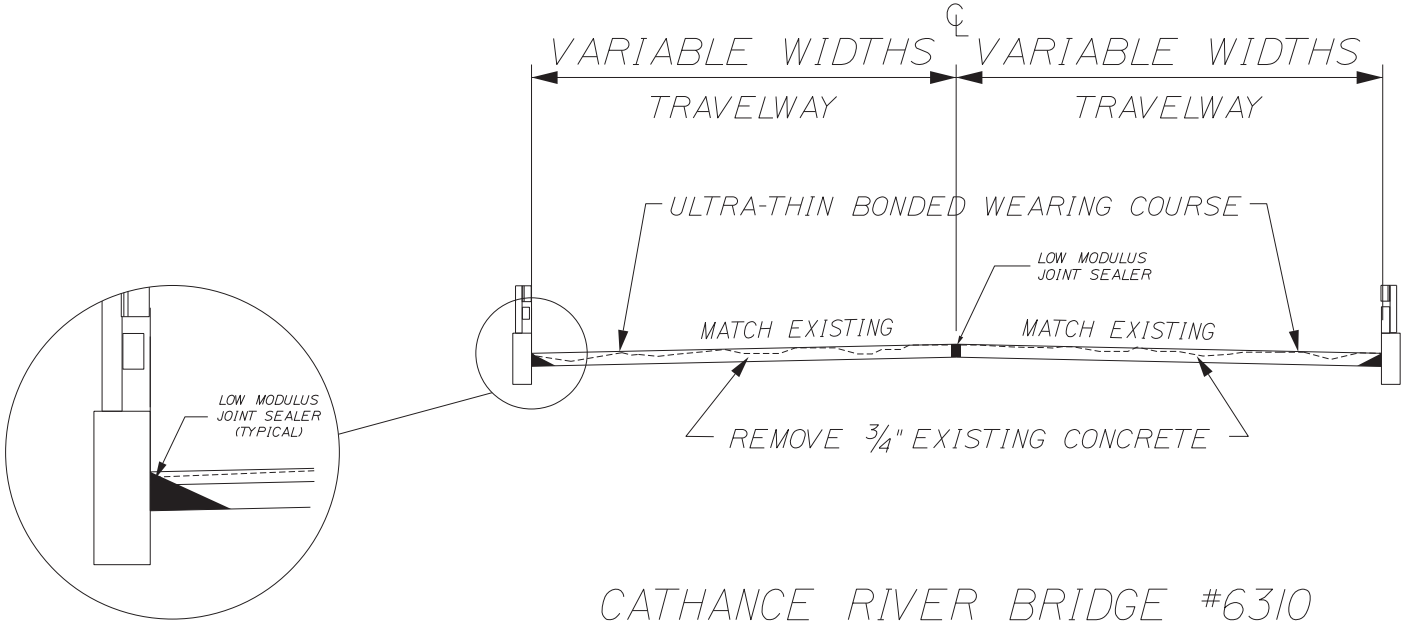


COBBOSSEECONTEE STREAM BRIDGE #6319

NOT TO SCALE

TOPSHAM - WEST GARDINER INTERSTATE 295 NORTHBOUND TYPICAL SECTIONS	**WIN 26342.00**	STATE OF MAINE DEPARTMENT OF TRANSPORTATION **2634200** HIGHWAY PLANS	SHEET NUMBER 3 OF 4

3/4" MILL & FILL
FULL WIDTH
CATHANCE RIVER BRIDGE



CATHANCE RIVER BRIDGE #6310

NOT TO SCALE

TOPSHAM - WEST GARDINER INTERSTATE 295 NORTHBOUND TYPICAL SECTIONS	**WIN 26342.00**	STATE OF MAINE DEPARTMENT OF TRANSPORTATION **2634200** HIGHWAY PLANS	SHEET NUMBER 4 OF 4

STATIONING

Equation:	1599+46.83 Back = 1599+48.40 Ahead	
Beedle Road	1550+46	Overpass
Richmond Town Line	1314+02	Sign
Equation:	1237+73.54 Back = 1237+50.41 Ahead	
Equation:	1053+70.69 Back = 1053+11.39 Ahead	
Route 138	1012+79	Bridge Joint Bridge # 6311
Route 138	1011+85	Bridge Joint Bridge # 6311
Bowdoinham Town Line	925+86	Sign
Equation:	921+38.19 Back = 921+71.02 Ahead	
Bowdoin Town Line	906+15	Sign
Equation:	790+46.435 Back = 790+70.937 Ahead	
Cathance	742+65	Bridge Joint Bridge # 6310
Cathance	741+90	Bridge Joint Bridge # 6310
MCRR	657+43	Bridge Joint Bridge # 6270
Begin Project	657+43	**Begin Project**

STATIONING

End Project	**472+00**	**End Project**
Equation:	446+57.87 Back = 446+60.90 Ahead	
Equation:	1736+67.73 Back = 435+00 Ahead	
Cobbosseecontee Stream	1708+98	Bridge Joint Bridge # 6319
Cobbosseecontee Stream	1706+98	Bridge Joint Bridge # 6319
Gardiner Town Line	1603+11	Sign

RAMP STATIONING

Exit 31 Off Ramp

STA. 0+00 = 671+50 NB

STA. 19+92 = Gutter line of Route 196

Exit 31 On Ramp

STA. 0+00 = Joint on Route 196

STA. 22+05 = 710+50 NB

Exit 37 Off Ramp

STA. 0+00 = 995+15 NB

STA. 18+85 Gutter line of Route 125/138

Exit 37 On Ramp

STA. 0+00 = Gutter line of Route 125/138

STA. 24+50 = 1038+50 NB

Exit 43 Off Ramp

STA. 0+00 = 1323+28 NB

STA. 25+15 = Gutter line of Route 197

Exit 43 On Ramp

STA. 0+00 = Gutter line of Route 197

STA. 26+00 – 1374+50 NB

Exit 49 Off Ramp

STA. 0+00 = 1639+90 NB

STA. 18+80 = Gutter line of US Route 201

Exit 49 On Ramp

STA. 0+00 = Gutter line of US Route 201

STA. 31+00 = 1689+90 NB

Construction Notes

202.2023 Removing Pavement Surface Medium Cut Drum

Station	to	Station	Depth	Overall Width/Remarks
657+43	-	741+90		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
741+90	-	742+65		45.0’ +/- full width
			¾”	Cathance River Bridge Deck
742+65	-	790+46		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
790+71	-	921+38		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
921+71	-	1011+85		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1011+85	-	1012+79		Route 125/138 Bridge Deck Concrete/no work planned
1012+79	-	1053+71		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1053+11	-	1237+74		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1237+50	-	1599+47		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1599+48	-	1706+98		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
1706+98	-	1708+98		40.0’ +/- full width
			1 ½”	Cobbosseecontee Stream Bridge Deck
1708+98	-	1736+68		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
435+00	-	446+58		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing
446+61	-	472+00		25.5’ +/- total width
			¾”	13.0’ +/- travel/12.5’+/- passing

202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Station	to	Station	Depth	Overall Width/Remarks
			Ramps	
Station	**to**	**Station**	**Depth**	**Remarks**
			Exit 31 Off Ramp	
0+00	-	1+50+/-	1 ½”	20.0’ +/- straight grade mainline and shoulder
1+50	-	16+00+/-	1 ½”	16.0’+/- mainline only
16+00	-	19+42+/-	1 ½”	30.0’+/- travel lanes
19+42	-	19+92+/-	1 ½”	16.0’+/- travel lane only left spur
19+42	-	19+92+/-	1 ½”	30.0’+/- right spur
			Exit 31 On Ramp	
0+00	-	2+80+/-	1 ½”	16.0’+/- right spur
0+00	-	0+75+/-	1 ½”	18.0’+/- left spur
2+80	-	20+55+/-	1 ½”	16.0’+/- mainline only
20+55	-	22+05+/-	1 ½”	20.0’ +/- straight grade mainline and shoulder
			Exit 37 Off Ramp	
0+00	-	1+50+/-	1 ½”	20.0’ +/- straight grade mainline and shoulder
1+50	-	17+65+/-	1 ½”	16.0’+/- mainline only
17+65	-	18+15+/-	1 ½”	22.0’+/- right spur
17+65	-	18+15+/-	1 ½”	26.0’+/- left spur
			Exit 37 On Ramp	
0+00	-	0+75+/-	1 ½”	50.0’+/- full width
0+75	-	23+00+/-	1 ½”	16.0’+/- mainline only
23+00	-	24+50+/-	1 ½”	20.0’ +/- straight grade mainline and shoulder
			Exit 43 Off Ramp	
0+00	-	1+50+/-	1 ½”	20.0’ +/- straight grade mainline and shoulder
1+50	-	24+80+/-	1 ½”	16.0’+/- mainline only
24+80	-	25+15+/-	1 ½”	22.0’+/- right spur
24+80	-	25+15+/-	1 ½”	21.0’+/- left spur

202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Ramps

Station	to	Station	Depth	Remarks
			Exit 43 On Ramp	
0+00	-	0+75+/-	1 ½"	65.0'+/- full width
0+75	-	24+50+/-	1 ½"	16.0'+/- mainline only
24+50	-	26+00+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
			Exit 49 Off Ramp	
0+00	-	1+50+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
1+50	-	18+20+/-	1 ½"	16.0'+/- mainline
18+20	-	18+80+/-	1 ½"	20.0'+/- right spur
21+00	-	18+80+/-	1 ½"	22.0'+/- left spur
			Exit 49 On Ramp	
0+00	-	1+25+/-	1 ½"	100.0'+/- full width
1+25	-	29+50+/-	1 ½"	16.0'+/- mainline only
29+50	-	31+00+/-	1 ½"	20.0' +/- straight grade mainline and shoulder
			Shoulder	
951+75+/-	-	952+65+/-	3"	10.0'+/- right shoulder
1043+30+/-	-	1046+10+/-	1 ½"	10.0'+/- right shoulder

Above locations are estimates only and may be changed by the Resident.
Shoulder areas shall be milled as directed.

Contractor will remove pavement to maintain existing cross slopes or as directed by the Resident. Bridges will be profiled for milling and paving operations. Mark downs shall be in place on Mainline prior to commencing milling operations. Contractor will establish centerline control points prior to removal of existing centerline. **Contractor is advised that the crack near centerline may not represent true centerline.** The centerline may require adjustment to maintain the twelve-foot travel lanes, and a four-foot passing lane shoulder widths. See Typicals for ramps.

***The Department shall assess the bridge headers and may require additional milling and shim to improve the bridge approach profile. Some header elevation adjustments may be required to include partial removal of the uppermost portion of the header, not to exceed 1", and replaced with an approved mastic material. The removal of header material shall be paid under hand labor and appropriate equipment rental items, and mastic will be paid under the mastic contract item.

403.2111 9.5mm Polymer Modified HMA Shim

This item to be used for a leveling course, for ramps, crossovers, possible de-lamination areas in the pavement removal areas, rutting areas, and overlay areas, and as directed the Resident.

410.151 Emulsified Asphalt Sealcoat Applied

To be applied to the 4' & 10' shoulders the entire length of project and as directed. Shoulders that are not resurfaced on ramps and mainline will be seal coated.

424.22 Asphalt Rubber Crack Sealer Type 2, Applied

Item will be used to treat centerline, longitudinal cracks on mainline & shoulders, including ramps, and as directed by the Resident.

424.3333 Low Modulus Joint Sealer, Applied

Item used as depicted in Typical 4. Item shall be applied to bridge centerline longitudinal joint, and gutter lines.

610.08 Plain Rip Rap

Station 951+85-952+45 Right. Area to be treated is approximately 15 feet in width at 1.5 feet in depth.

627.30 Grooving for Pavement Marking

Item shall include yellow edge line, white edge line, and white skips. Skip lines shall be ground 15 feet in length.

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

All areas that have received the surface course shall be painted prior to being opened to traffic or immediately after the lane closure is removed. Any striping procedure besides paint, including white and yellow temporary approved raised pavement markers, shall be incidental.

627.781 Temporary 6" Painted Pavement Marking Line, White or Yellow

Item is to be used once lanes have been milled and prior to being opened to traffic or immediately after the lane closure is removed. Any striping procedure besides paint, including white and yellow temporary approved raised pavement markers, shall be incidental.

629 & 631 Items

These Items to be used for plumbing existing delineator posts, cleaning culverts, cleaning winter sand from guardrail areas and paved areas under overpasses, and removing excess material from in-slopes, in-slopes behind guardrail areas, ditching, and other work as directed. All equipment used for certain tasks and operations will be as directed by the Resident.

951+85-952+45 travel lane for excavation of slop and shoulder.
Exit 31 on ramp 1+00-3+50 left remove excess material as directed.
Exit 31 on ramp 1+00-5+50 right remove excess material as directed.
Exit 37 off ramp 15+45-18+85 right remove excess material as directed.
Exit 37 on ramp 0+50-9+25 right remove excess material as directed.
Exit 43 off ramp 0+00-102+00 right remove excess material as directed.
Exit 43 off ramp 20+00-25+15 right remove excess material as directed.
Exit 43 on ramp 0+00-26+00 right remove excess material as directed.
Exit 49 off ramp 0+00-18+80 right remove excess material as directed.
Exit 49 on ramp 8+40-16+40 right remove excess material as directed.

652.35 Construction Signs

Two “Road Work Next 22 Miles” signs will be required as part of this project.

GUARDRAIL

MIDWAY SPLICE FLARED TERMINAL			ADJUST GUARDRAIL		REMOVE/RESET NEW GUARDRAIL			REMARKS
STATION	STATION	LANE	STATION	STATION	STATION	STATION		
735+46	735+87	Passing						Remove/Replace Existing/Adjust as needed
735+46	735+87	Travel						Remove/Replace Existing/Adjust as needed
755+49	755+90	Travel						Remove/Replace Existing/Adjust as needed
794+48	794+89	Travel						Remove/Replace Existing/Adjust as needed
834+35	834+76	Passing						Remove/Replace Existing/Adjust as needed
837+01	837+42	Travel						Remove/Replace Existing/Adjust as needed
907+31	907+72	Passing						Remove/Replace Existing/Adjust as needed
908+05	908+46	Travel						Remove/Replace Existing/Adjust as needed
944+31	944+72	Travel						Remove/Replace Existing/Adjust as needed
951+45	952+45	Travel			951+45	952+45		Remove guardrail/repair slope/reset guardrail.
978+00	978+41	Travel						Remove/Replace Existing/Adjust as needed
993+61	994+02	Travel						Remove/Replace Existing/Adjust as needed
994+34	994+75	Passing						Remove/Replace Existing/Adjust as needed
1005+07	1005+48	Travel						Remove/Replace Existing/Adjust as needed
1086+11	1086+52	Travel						Remove/Replace Existing/Adjust as needed
1088+28	1088+69	Passing						Remove/Replace Existing/Adjust as needed
1117+70	1118+11	Travel						Remove/Replace Existing/Adjust as needed
1125+98	1126+39	Passing						Remove/Replace Existing/Adjust as needed
1160+59	1161+00	Passing						Remove/Replace Existing/Adjust as needed
1161+63	1162+04	Travel						Remove/Replace Existing/Adjust as needed
1179+66	1180+07	Passing						Remove/Replace Existing/Adjust as needed
1203+28	1203+69	Passing						Remove/Replace Existing/Adjust as needed
1248+38	1248+79	Passing						Remove/Replace Existing/Adjust as needed
1252+16	1252+57	Travel						Remove/Replace Existing/Adjust as needed
1335+11	1335+52	Travel						Remove/Replace Existing/Adjust as needed
1336+29	1336+70	Passing						Remove/Replace Existing/Adjust as needed
1484+97	1485+38	Travel						Remove/Replace Existing/Adjust as needed
1484+97	1485+38	Passing						Remove/Replace Existing/Adjust as needed

Guardrail shall require seven-foot posts on all runs. End treatments shall be installed using posts as recommended by the manufacturer. The contractor shall provide the Resident with the system to be used on the project at the pre-construction meeting. The contractor shall plan their work accordingly that end treatments shall be installed within the widen shoulder areas and installed according to manufacturers' recommendations. Any adjustments needed from installing guardrail or end treatments prior to, after paving surface, or after winter suspension shall be the responsibility of the contractor. Terminals and widenings have been estimated for a 41.0' end treatment.

** Requires Median Sacrificial Crash Cushion Item 606.93

End Treatments to be selected from MASH Compliant MaineDOT QPL

MIDWAY SPLICE FLARED TERMINAL			ADJUST GUARDRAIL		REMOVE/RESET NEW GUARDRAIL			REMARKS
STATION	STATION	LANE	STATION	STATION	STATION	STATION		
1498+88	1499+29	Travel						Remove/Replace Existing/Adjust as needed
1629+45	1629+86	Travel						Remove/Replace Existing/Adjust as needed
1306+29	1306+70	Passing						Remove/Replace Existing/Adjust as needed
1667+38	1667+79	Passing						Remove/Replace Existing/Adjust as needed
1695+00	1695+41	Travel						Remove/Replace Existing/Adjust as needed
1702+42	1702+83	**Passing**						Remove/Replace Existing CAT/Adjust as needed
435+31	435+72	Travel						Remove/Replace Existing/Adjust as needed
Exit 31 Off								
15+70	16+11	Right						Remove/Replace Existing/Adjust as needed
17+00	17+41	Left						Remove/Replace Existing/Adjust as needed
Exit 31 On								
0+50	0+91	Right						Remove/Replace Existing/Adjust as needed
Exit 37 On								
9+50	9+91	Right						Remove/Replace Existing/Adjust as needed
Exit 43 Off								
12+00	12+41	Left						Remove/Replace Existing/Adjust as needed
12+15	12+56	Right						Remove/Replace Existing/Adjust as needed
Exit 49 Off								
16+47	16+88	Left						Remove/Replace Existing/Adjust as needed

Guardrail shall require seven-foot posts on all runs. End treatments shall be installed using posts as recommended by the manufacturer. The contractor shall provide the Resident with the system to be used on the project at the pre-construction meeting. The contractor shall plan their work accordingly that end treatments shall be installed within the widen shoulder areas and installed according to manufacturers' recommendations. Any adjustments needed from installing guardrail or end treatments prior to, after paving surface, or after winter suspension shall be the responsibility of the contractor. Terminals and widenings have been estimated for a 41.0' end treatment.

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End Treatments to be selected from MASH Compliant MaineDOT QPL

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

BOWDOINHAM AND GARDINER
SAGADAHOC & KENNEBEC COUNTIES
INTERSTATE 295
BRIDGES 1534, 1552, 6311, & 6319

BRIDGE PRESERVATION PROJECT

PROJECT LENGTH 7.0 miles

JOINT MODIFICATIONS AND WEARING SURFACE REPLACEMENT

SIGNATURE

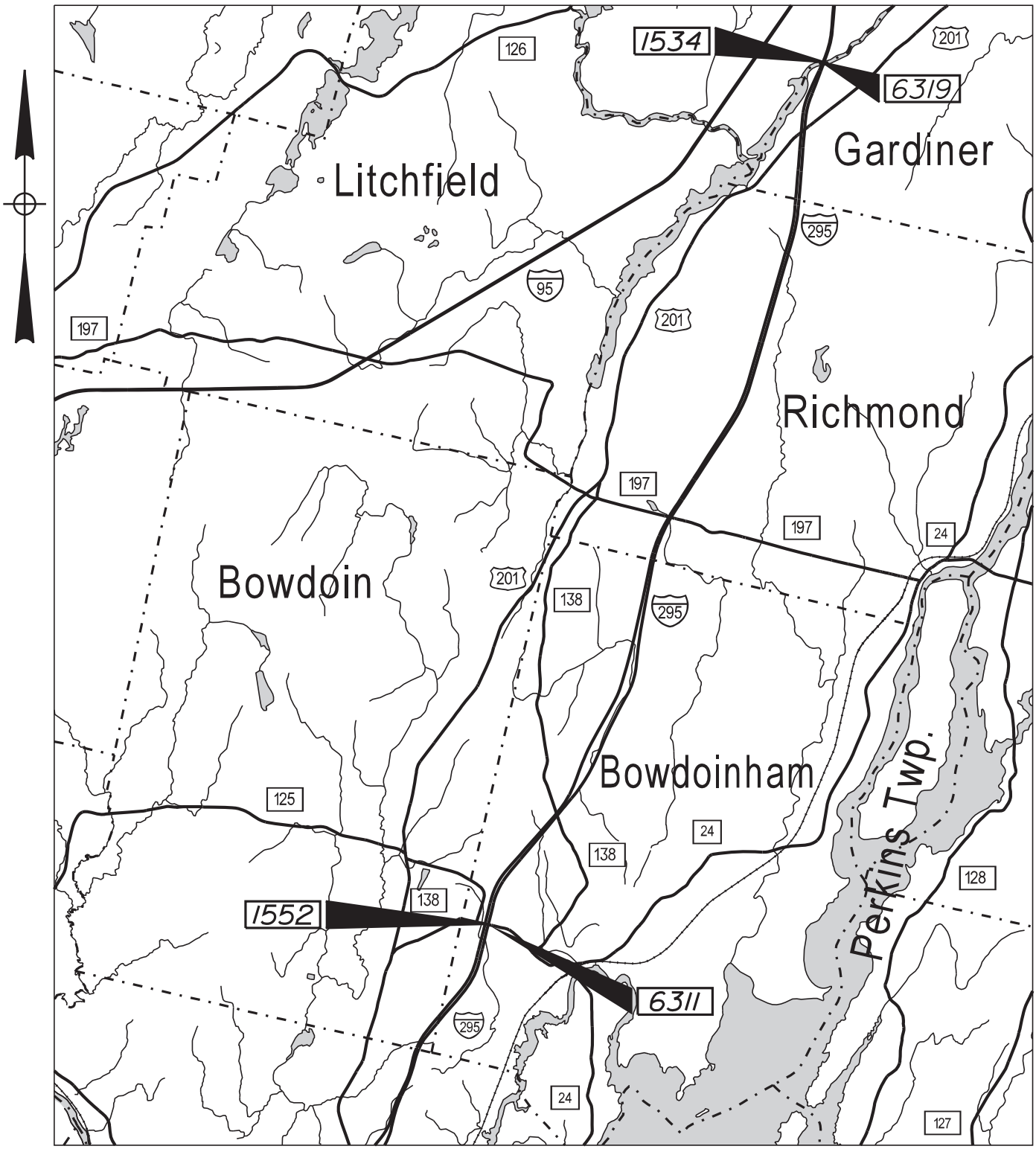
13307
P.E. NUMBER

01/23/2024
DATE

STATE OF MAINE
Travis W. Hamel
#13307
LICENSED PROFESSIONAL ENGINEER

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	
02688400	026884.00
COMMISSIONER:	2-8-24
CHIEF ENGINEER:	2-8-2024

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	BOWDOINHAM & GARDINER SAGADAHOC & KENNEBEC	SHEET NUMBER 1
WIN 026884.00	TITLE SHEET	71 1 OF 10



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	INTERSTATE 295 BOWDOINHAM/GARDINER SAGADAHOC & KENNEBEC	SHEET NUMBER 72 2 OF 10
WIN 026884.00	BRIDGE LOCATION MAP	

ESTIMATED I-95 SOUTHBOUND BRIDGE QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY Bridge No. 1534	QUANTITY Bridge No. 1552	QUANTITY Bridge No. 6311	QUANTITY Bridge No. 6319	TOTAL	UNIT
202.127	Removing of Existing Bituminous Pavement (910 SY)	1				1	LS
202.205	Rumble Strips - Shoulder	2000	1000	1000		4000	LF
202.207	Rumbe Strips, Fill	2000	1000	1000		4000	LF
403.2131	Hot Mix Asphalt, 12.5 mm (Base and Intermediate Base Course, Polymer Modified)	130				130	TON
409.15	Bituminous Tack Coat, Applied	55				55	GAL
508.14	High Performance Waterproofing Membrane (910 SY)	1				1	LS
518.391	Repairing Granite Curb Joint and Bedding Mortar	50	15	15	20	100	LF
518.51	Repair of Upward Facing Surfaces - Below Reinforcing Steel <= 8 in	170				170	SF
518.52	Repair of Upward Facing Surfaces >= 8 in	3				3	CY
520.241	Bridge Joint Modification Type 1				2	2	EA
520.243	Bridge Joint Modification Type 3		2	2		4	EA
520.245	Bridge Joint Modification Type 5A	2				2	EA
527.33	Truck Mounted Attenuator	0.5	0.5	0.5	0.5	2	EA
627.51	6" Temporary Pavement Tape, Yellow or White	400	200	200		800	LF
627.77	Removing Existing Pavement Marking	600	275	275		1150	SF
627.781	Temporary 6" Painted Pavement Marking Line, White or Yellow	750	375	375		1500	LF
629.05	Hand Labor, Straight Time	5	5	5	5	20	HR
631.112	Welding Machine (including operator)	5	5	5	5	20	HR
631.133	Skid Steer (including operator)	5	5	5	5	20	HR
631.172	Truck-Large (including operator)	3	3	3	3	12	HR
652.30	Flashing Arrow Board	0.25	0.25	0.25	0.25	1	EA
652.312	Type III Barricades	1	1	1	1	4	EA
652.33	Drum	20	20	20	20	80	EA
652.34	Cone	15	15	15	15	60	EA
652.35	Construction Signs	52	52	52	52	208	SF
652.361	Maintenance of Traffic Control Devices	24	12	12	2	50	CD
652.381	Traffic Officer	17	16	16	16	65	HR
652.41	Portable-Changeable Message Sign	0.5	0.5	0.5	0.5	2	EA
652.45	Automated Trailer Mounted Speed Limit Sign	0.5	0.5	0.5	0.5	2	EA
652.46	Sequential Flashing Warning Lights	10	5	5	10	30	EA
656.75	Temporary Soil Erosion and Water Pollution Control	0.25	0.25	0.25	0.25	1	LS
659.10	Mobilization	0.25	0.25	0.25	0.25	1	LS

Note: Estimated Quantities for each bridge are provided here for reference purposes only.

GENERAL CONSTRUCTION NOTES

1. The existing bridge plans may be accessed at the MaineDOT web address. The plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations which may have been made to the bridge during its life span.

2. All dimensions, angles, and stationing shown on existing plans are taken from as-built construction drawings from 1958 through 2020 and are not guaranteed to be correct. All information based on or relating to the existing bridges shall be verified in the field by the Contractor.

3. Quantities included for pay items measured and paid for by Lump Sum are estimated quantities and are provided by MaineDOT for informational purposes only. Lump Sum pay items will be paid for at the Contract Bid amount, with no addition or reduction in payment to the contractor if the actual final quantities are different from the MaineDOT provided estimated quantities, except as follows:

   a. If a Lump Sum pay item is eliminated, the requirements of the Standard Specifications Section 109.2, Elimination of Items, will take precedence.
   b. If other Contract Documents specifically allow a change in payment for a Lump Sum pay item, those requirements will be followed.
   c. If a design change results in changes to estimated quantities for Lump Sum pay items, price adjustments will be made in accordance with Standard Specifications Section 109.7, Equitable Adjustments to Compensation.

4. Reinforcing steel shall have a minimum concrete cover of 2" unless otherwise noted.

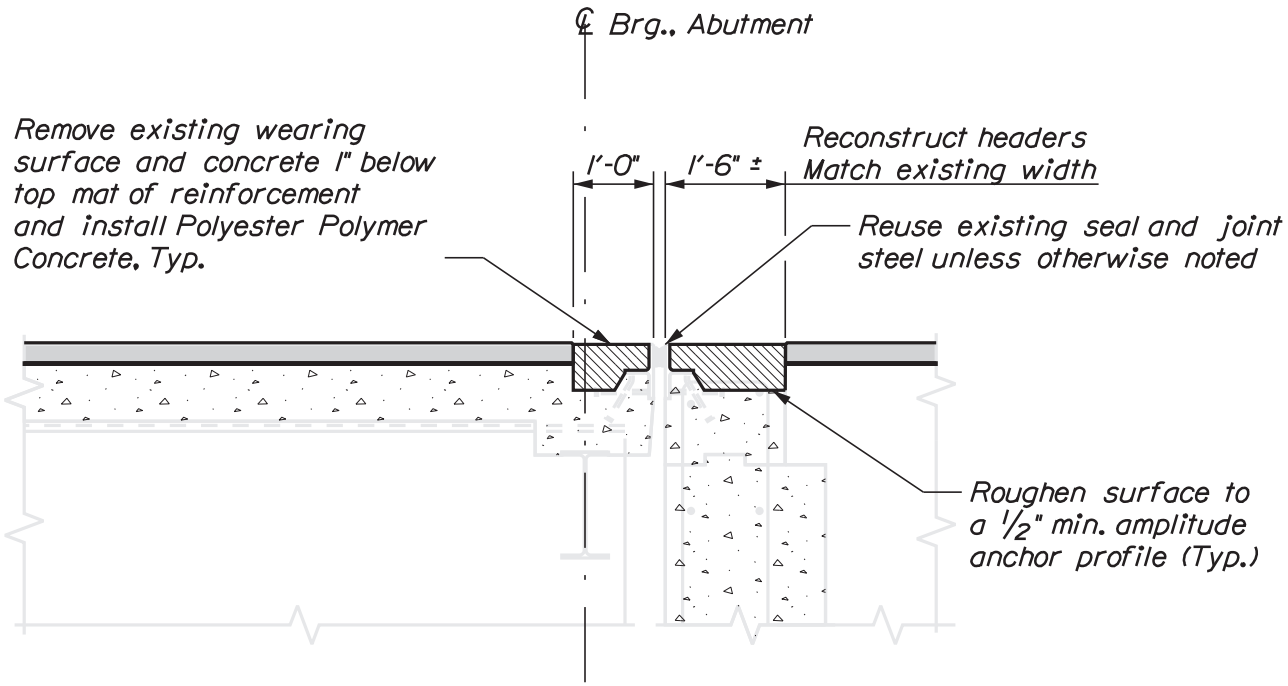
5. All reinforcing steel that is to be exposed and reused shall be cleaned by a method approved by the Resident. Payment shall be incidental to the related Contract Items.

6. Any damage to existing concrete, reinforcing steel, joint steel, or joint seals resulting from the work performed shall be repaired or replaced by a method approved by the Resident at no cost to the Department.

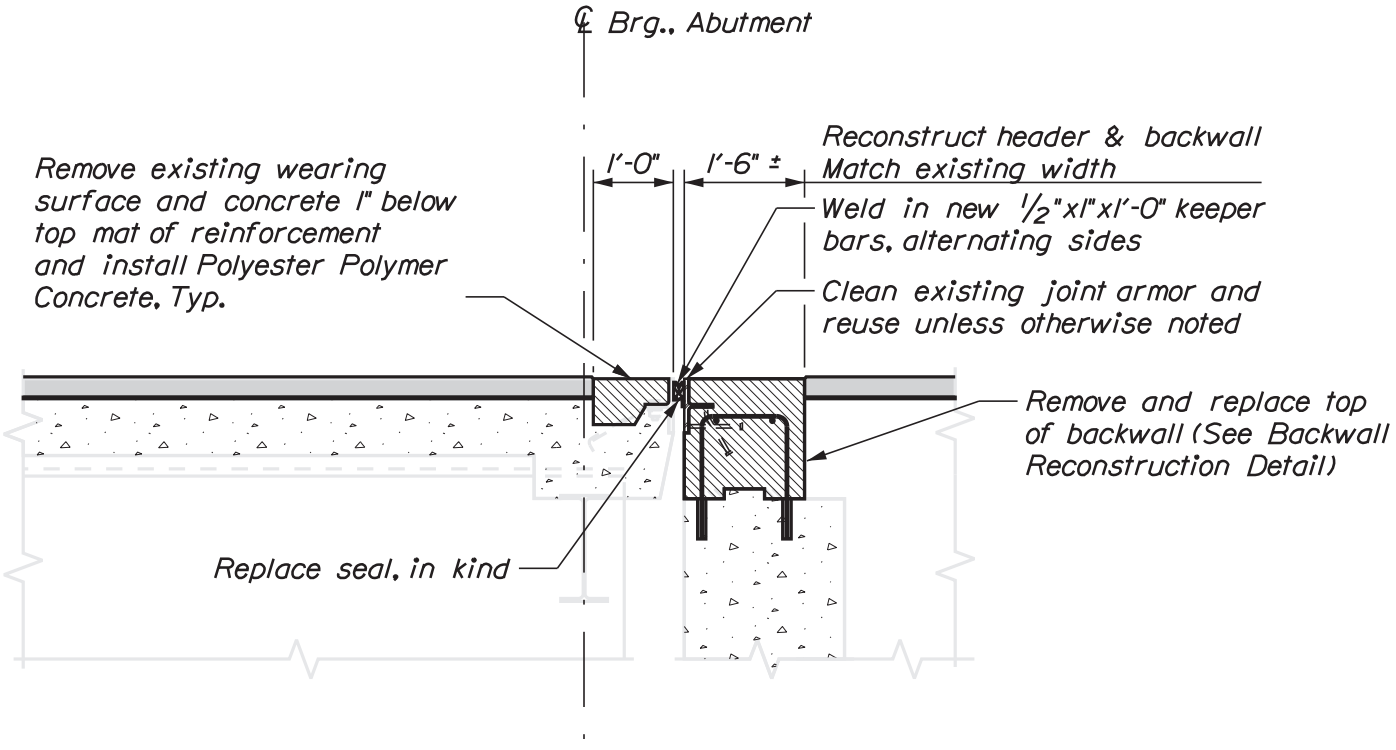
7. New seals shall be installed full length after all other joint work is complete.

8. All existing materials which are removed from the work area shall be removed from the site and properly disposed of by the Contractor. These existing materials include, but are not limited to, concrete, steel joint armor, reinforcing steel, silt, and other debris on or attached to the structure within the work areas. The cost of removal and disposal shall be incidental to the cost of the work items for which these removals are required.

9. If the depth of deteriorated concrete is at/or below the reinforcing steel, then remove the concrete to a minimum depth of 1 inch below the reinforcing bars.

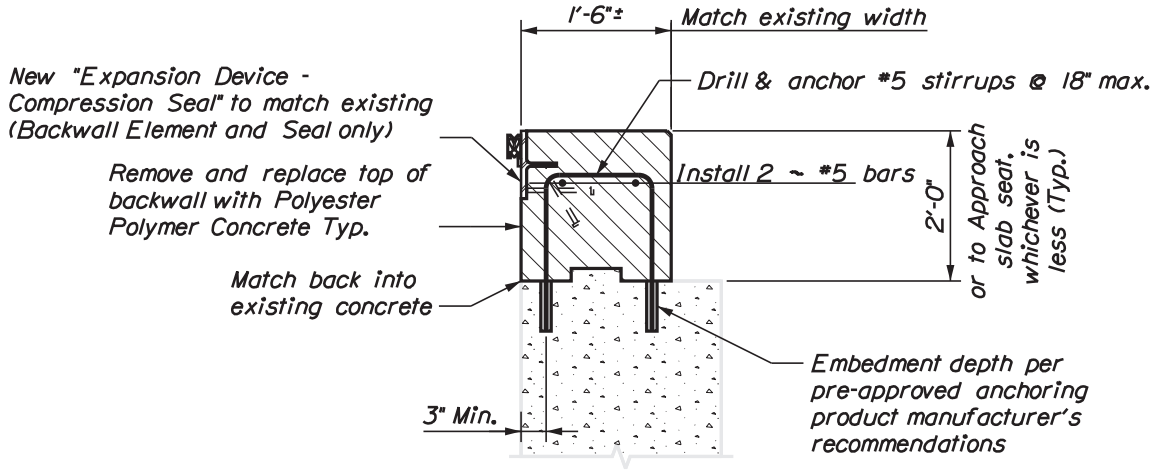


BRIDGE JOINT MODIFICATION TYPE 3



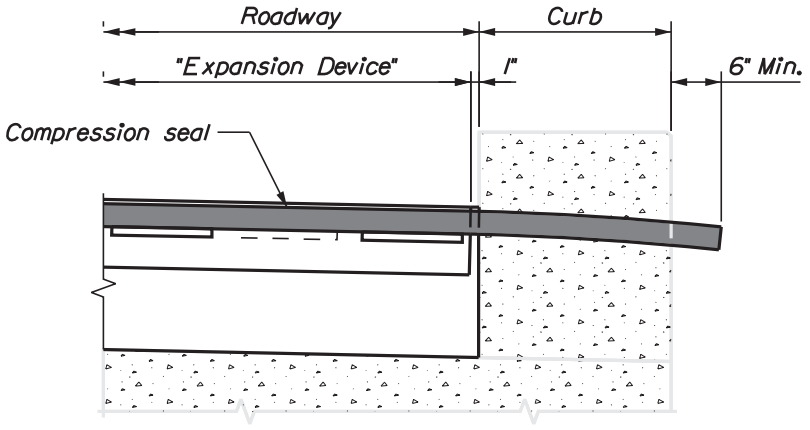
BRIDGE JOINT MODIFICATION TYPE 5A

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	INTERSTATE 295 BOWDOINHAM/GARDINER SAGADAHOC & KENNEBEC	SHEET NUMBER 75 5 OF 10
WIN 026884.00	TYPICAL DETAILS (1 OF 2)	

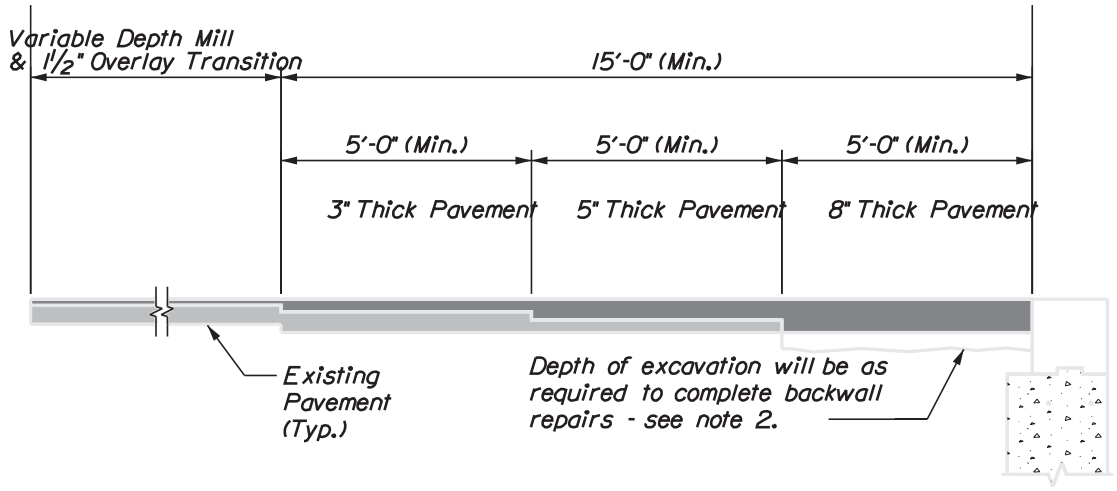


BACKWALL RECONSTRUCTION DETAIL

See Standard Details Section 520 for "Expansion Device"

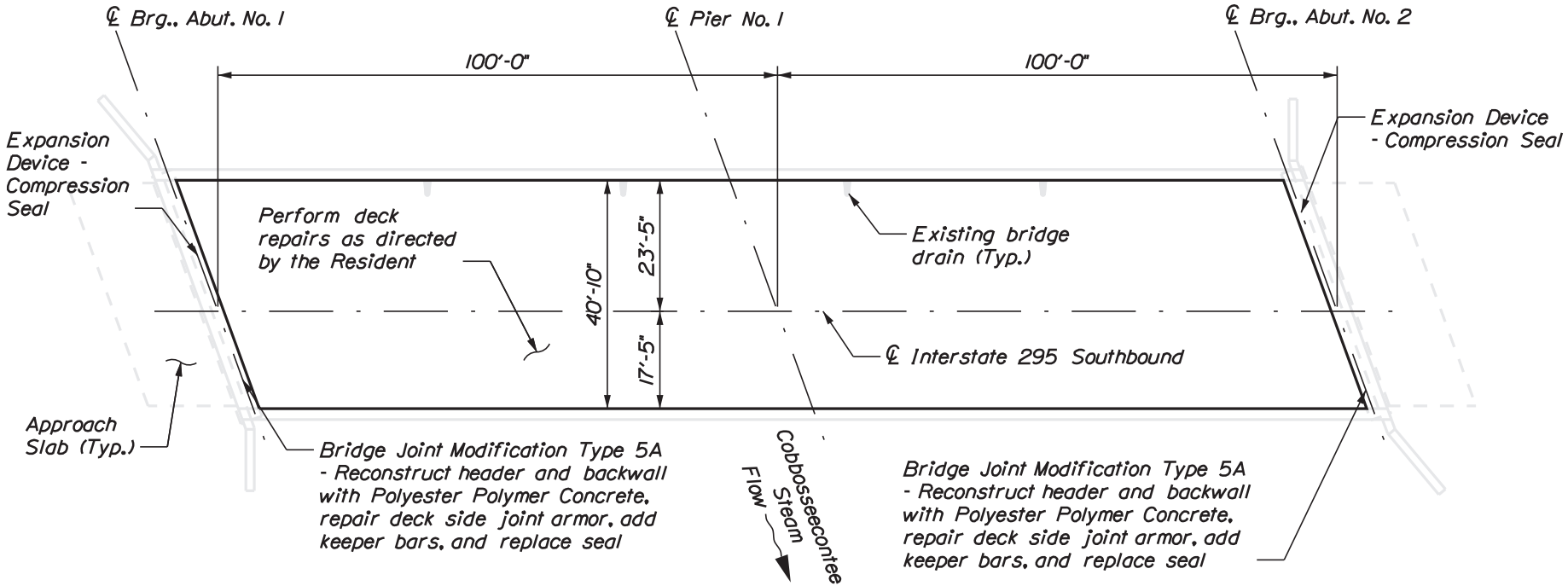


BRIDGE JOINT DETAIL AT CURB



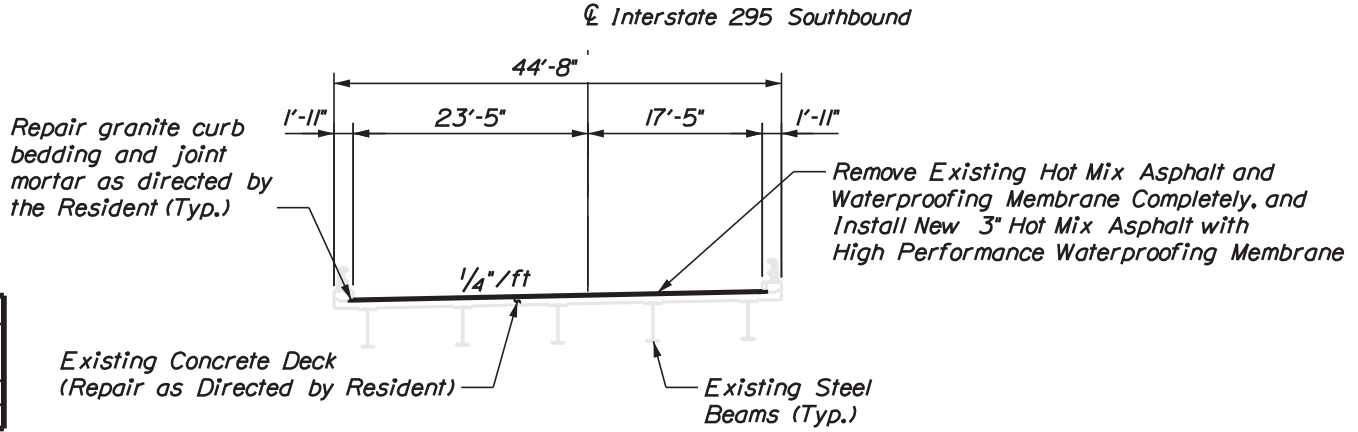
PROFILE GRADE CORRECTION WITH BACKWALL REPAIRS OR RECONSTRUCTION

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	INTERSTATE 295 BOWDOINHAM/GARDINER SAGADAHOC & KENNEBEC	SHEET NUMBER 76 6 OF 10
WIN 026884.00	TYPICAL DETAILS (2 OF 2)	



I-295 SOUTHBOUND OVER COBBOSSEECONTEE STREAM

(Bridge No. 1534)



TRANSVERSE SECTION

EXPANSION DEVICE		
LOCATION	MOVEMENT RATING	MIN. SEAL WIDTH
Abutment 1	1 1/4"	5"
Abutment 2	1 1/4"	5"

Note: Contractor shall field verify joint width prior to ordering seal

SHEET NUMBER 7 OF 10

77

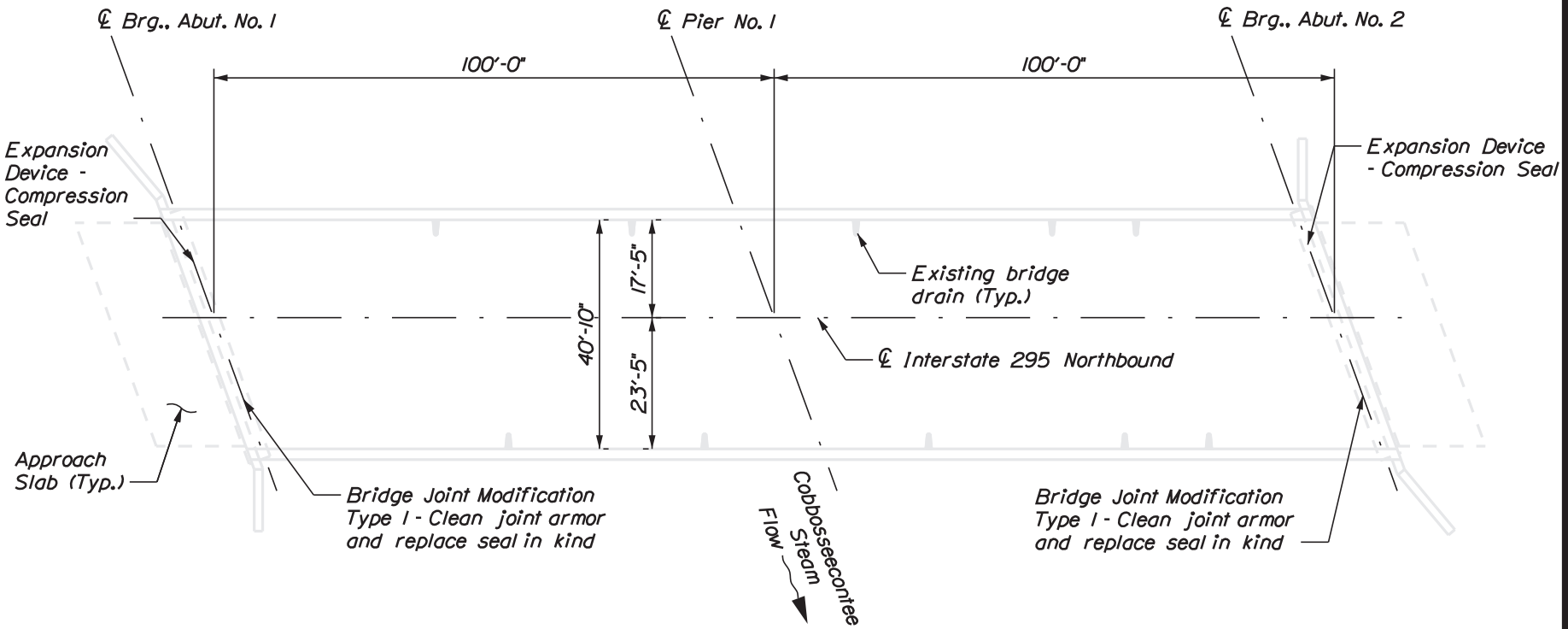
INTERSTATE 295 BOWDOINHAM/GARDINER

SAGADAHOC & KENNEBEC

BRIDGE PLANS (1 OF 4)

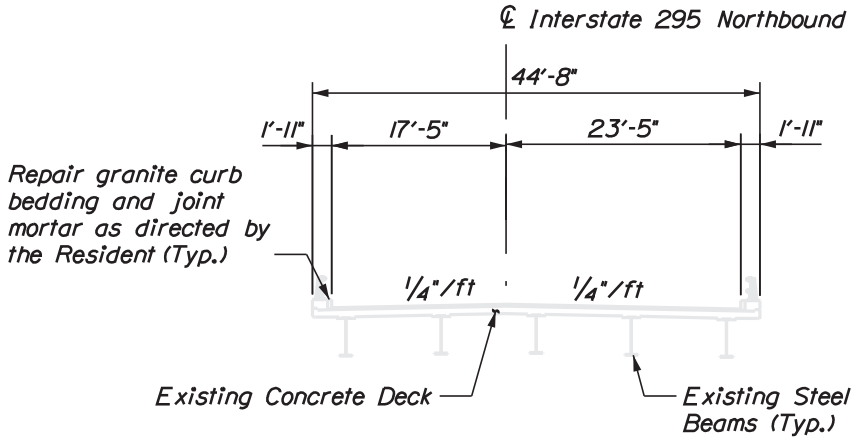
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

WIN 026884.00



I-295 NORTHBOUND OVER COBBOSSEECONTEE STREAM

(Bridge No. 6319)



TRANSVERSE SECTION

EXPANSION DEVICE		
LOCATION	MOVEMENT RATING	MIN. SEAL WIDTH
Abutment 1	1¼"	3"
Abutment 2	1¼"	3"

Note: Contractor shall field verify joint width prior to ordering seal

SHEET NUMBER 8 OF 10

78

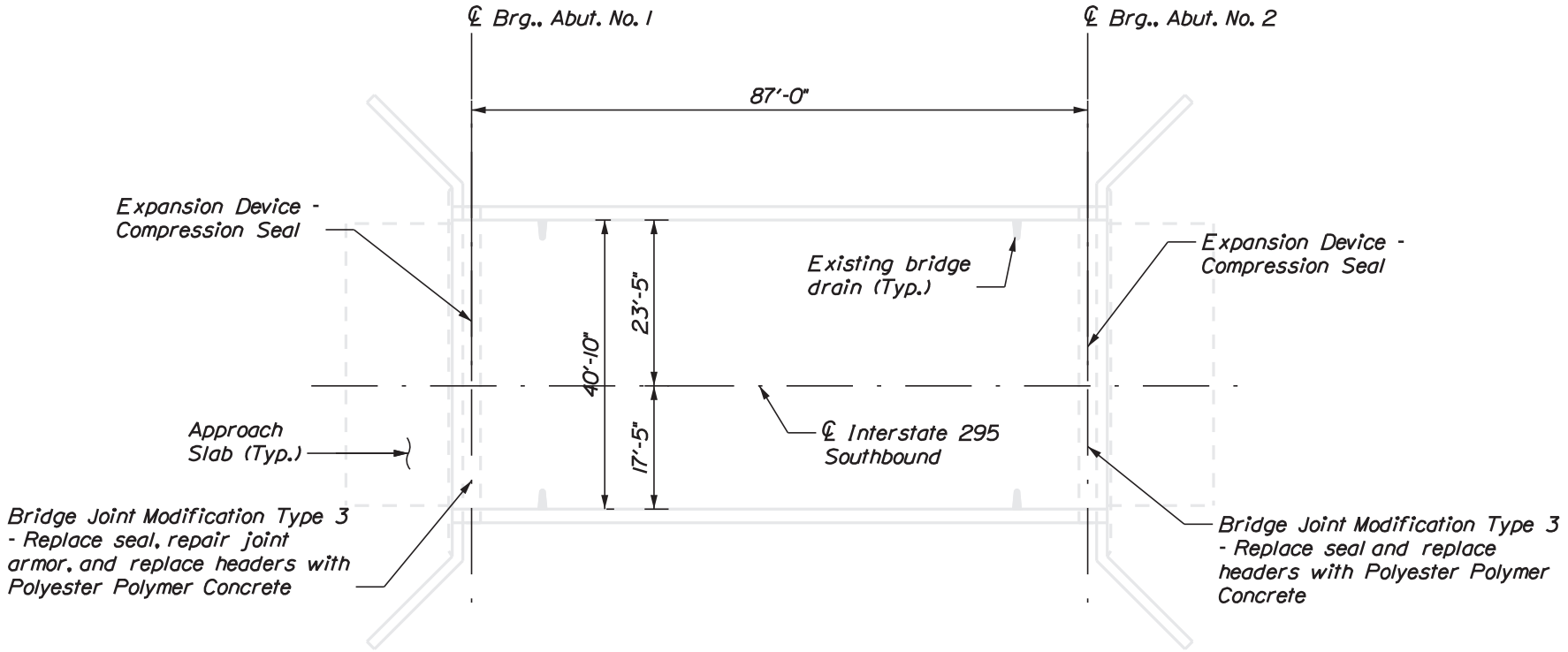
INTERSTATE 295 BOWDOINHAM/GARDINER

SAGADAHOC & KENNEBEC

BRIDGE PLANS (2 OF 4)

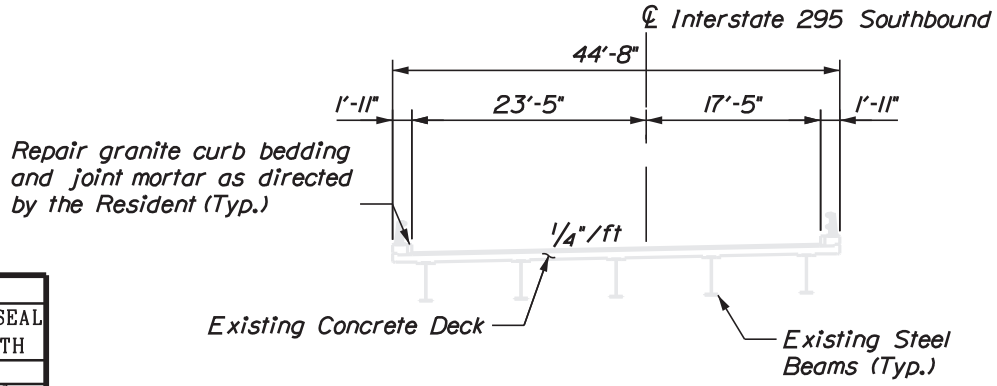
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

WIN 026884.00



I-295 SOUTHBOUND OVER ROUTE 138

(Bridge No. 1552)



TRANSVERSE SECTION

EXPANSION DEVICE		
LOCATION	MOVEMENT RATING	MIN. SEAL WIDTH
Abutment 1	Fixed	
Abutment 2	1 1/8"	2 1/8"

Note: Contractor shall field verify joint width prior to ordering seal

SHEET NUMBER 9 OF 10

79

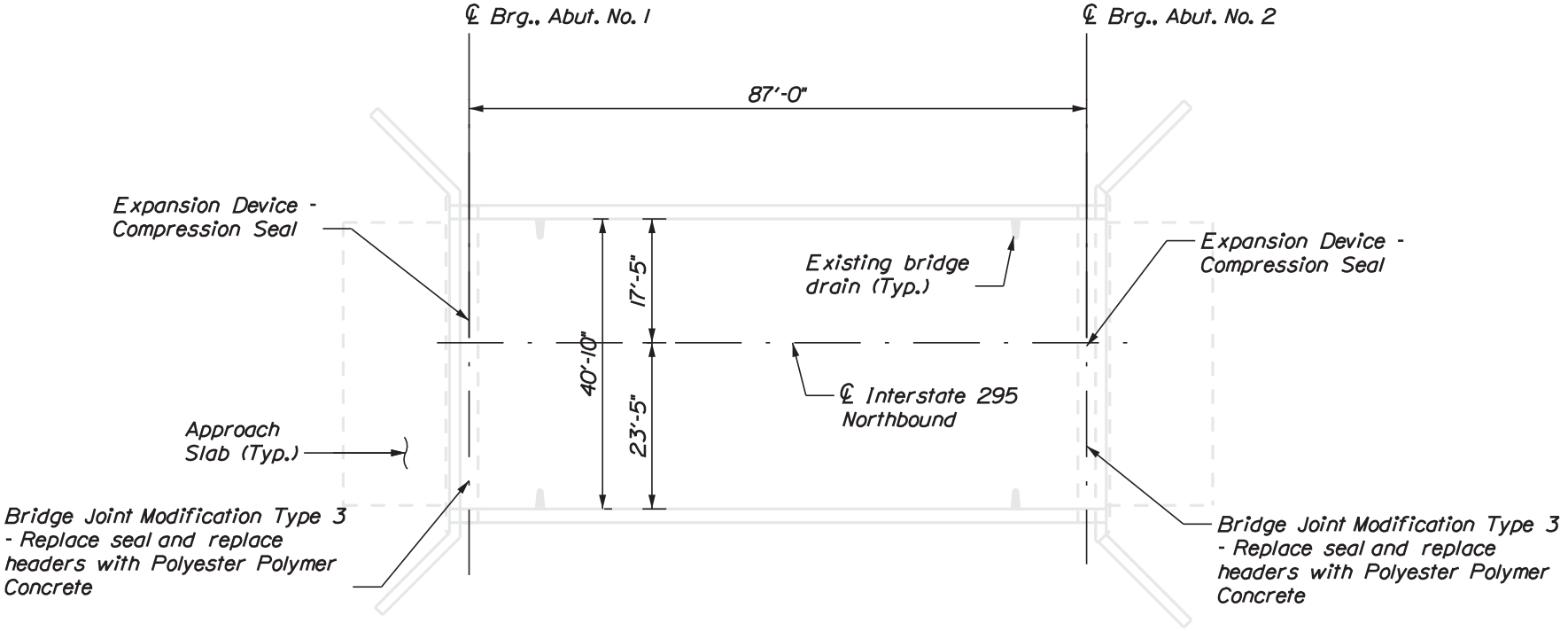
INTERSTATE 295 BOWDOINHAM/GARDINER

SAGADAHOC & KENNEBEC

BRIDGE PLANS (3 OF 4)

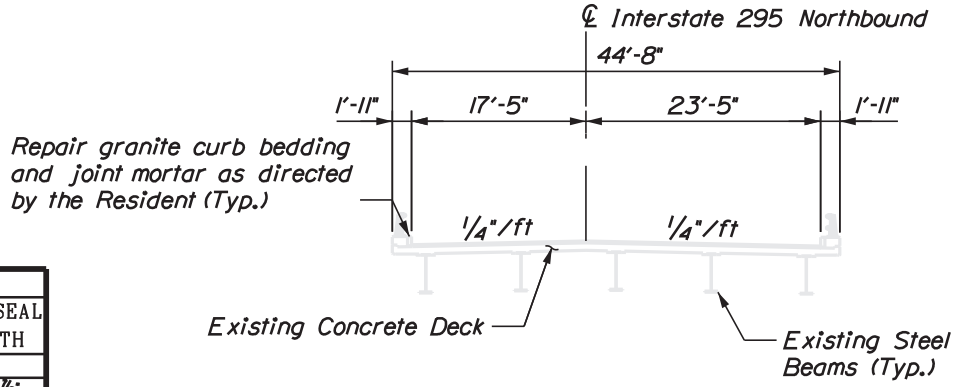
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

WIN 026884.00



I-295 NORTHBOUND OVER ROUTE 138

(Bridge No. 6311)



TRANSVERSE SECTION

EXPANSION DEVICE		
LOCATION	MOVEMENT RATING	MIN. SEAL WIDTH
Abutment 1	Fixed	
Abutment 2	1⅛"	2 ⅞"

Note: Contractor shall field verify joint width prior to ordering seal

SHEET NUMBER 10 OF 10

INTERSTATE 295 BOWDOINHAM/GARDINER
SAGADAHOC & KENNEBEC

BRIDGE PLANS (4 OF 4)

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

WIN 026884.00

GENERAL NOTES

1. Pavement thicknesses shown on the typical sections are intended to be nominal.

2. When super elevation exceeds the slope of the low side shoulder, the low side shoulder will have same slope as the travelway.

3. Cross slopes for normal and superelevated sections will be straight unless otherwise directed by the Department.

4. The algebraic difference between travelway and shoulder cross slope shall not exceed 8 percent.

5. All joints between existing and proposed hot mix asphalt shall be butted. Payment shall be made under Item 202.2023.

6. 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.

7. 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.

8. 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.

9. All spoils, HMA & millings shall be cleaned daily from project to the satisfaction of the Resident prior to the contractor leaving for the shift.

10. Guardrail which is removed and not reused on the project shall become the property of the Contractor. Removal and disposal shall be considered incidental to the guardrail items.

11. Holes created by Guardrail removal will be filled and compacted with approved materials as directed by the Resident. Payment to be considered incidental to the guardrail items.

12. Connections for proposed guardrail to existing guardrail will be considered incidental to Item 606.

GENERAL NOTES

13. "Undetermined Locations" shall be determined by the Resident.

14. Stations referenced are approximate.

15. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion & Sedimentation Control, February 2008.

16. Reference to left or right is in the direction of stationing which runs south to north.

17. Milling widths & depths may be adjusted by the Resident.

18. The paved gore areas between the on/off ramps and the mainline shall have an edge line of 12-inch white pavement marking line, Item 627.18, as directed by the Resident.

19. 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.

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's work, as shown on the approved Schedule of Work, that cannot be completed should a Weather Event occur. Paving, crack sealing, fog sealing, 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
- Approved work suspensions
- 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, with the crew and equipment on-site, 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.

For day work, 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.

For night work, if the Contractor elects to work a Friday night, an allowable holiday, or receives approval to work Saturday night, the same process will be utilized to determine if it is a Working Day. If the Contractor requests approval to work Friday night and does not cancel their request by Wednesday morning at the end of shift, that Friday night 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: ME20240037 02/02/2024

Superseded General Decision Number: ME20230037

State: Maine

Construction Type: Highway

County: Kennebec County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	02/02/2024

* ENGI0004-005 04/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt	$ 27.03	13.80

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* SUME2014-032 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 14.80 **	1.27
IRONWORKER, REINFORCING	$ 16.27 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.06 **	2.72
LABORER: Common or General	$ 14.02 **	2.16
LABORER: Landscape	$ 18.69	2.70
LABORER: Wheelman	$ 15.64 **	4.29

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 19.52 5.15

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 21.98 4.85

OPERATOR: Broom/Sweeper.....$ 19.09 5.20

OPERATOR: Bulldozer.....$ 17.30 3.50

OPERATOR: Loader.....$ 18.59 5.53

OPERATOR: Mechanic.....$ 21.91 8.55

OPERATOR: Screed.....$ 19.43 4.90

OPERATOR: Roller (Earth).....$ 16.43 ** 3.40

TRAFFIC CONTROL: Flagger.....$ 9.38 ** 0.00

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....$ 17.47 4.80

TRUCK DRIVER: Dump Truck.....$ 14.32 ** 5.81

TRUCK DRIVER: Tack Truck.....$ 20.18 7.75

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

The body of each wage determination lists the 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 National Office because National Office has 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.

==========

END OF GENERAL DECISION"

"General Decision Number: ME20240048 01/05/2024

Superseded General Decision Number: ME20230048

State: Maine

Construction Type: Highway

County: Sagadahoc County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUME2014-043 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.95	3.23
CEMENT MASON/CONCRETE FINISHER	$ 19.27	1.13
ELECTRICIAN	$ 25.21	5.63
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 15.53 **	2.04
INSTALLER - GUARDRAIL	$ 19.98	2.55
IRONWORKER, REINFORCING	$ 21.85	0.00
IRONWORKER, STRUCTURAL	$ 22.33	4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.30	1.76
LABORER: Common or General	$ 15.06 **	2.09
LABORER: Epoxy Injector (Concrete)	$ 13.43 **	1.15
LABORER: Wheelman	$ 21.28	4.02

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 20.67 3.91

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 22.21 1.90

OPERATOR: Broom/Sweeper.....$ 19.02 0.00

OPERATOR: Bulldozer.....$ 21.71 5.67

OPERATOR: Grader/Blade.....$ 27.40 8.13

OPERATOR: Loader.....$ 19.52 3.19

OPERATOR: Mechanic.....$ 24.69 8.18

OPERATOR: Milling Machine.....$ 28.51 5.44

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 20.26 4.61

OPERATOR: Roller (Earth).....$ 16.52 ** 1.66

OPERATOR: Roller Asphalt.....$ 19.38 4.59

TRAFFIC CONTROL: Flagger.....$ 10.33 ** 0.00

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....$ 17.02 ** 5.37

TRUCK DRIVER: Dump Truck.....$ 17.27 2.62

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

==========

**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.**

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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

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

Union Average Rate Identifiers

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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 National Office because National Office has 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:

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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.

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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"

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 **NOT REQUIRED.**

GENERAL INFORMATION

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

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

The contractor shall give all Utilities **10 working days' notice** prior to beginning any work on this project.

Overview & Utility/Railroad Contact Information:

Utility/Railroad	Aerial	Subsurface	Contact Person	Contact Phone
Central Maine Power Company	**X**		**Ted Getchell**	**(207)242-4755**
Charter Communications, Inc.	**X**		**Joshua Mooers**	**(207)446-8553**
Lincolnville Telephone Company	**X**		**Jim Corbett**	**(207)380-9317**
Maine Natural Gas		**X**	**Joseph Gauthier**	**(207)751-3094**
Maritimes Northeast Pipeline		**X**	**Lara Bailey**	**(207)650-4085**

Temporary utility/railroad adjustments **ARE NOT** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

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

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

Utility/railroad working days are Monday through Friday.

AERIAL

Aerial utility adjustments are not anticipated as part of this project. Utilities have been notified and if utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

SUBSURFACE

Maine Natural Gas

Maine Natural Gas has a pipeline located within the project limits. **Impacts are not anticipated.** The Contractor shall notify Maine Natural Gas for additional information on the location of the pipeline prior to beginning any excavation. Maine Natural Gas MUST be notified prior to any/all subsurface work in the vicinity of the pipeline. One-week initial notification and 48 hours' notification for subsequent work is requested so they may have a representative present.

Maritimes Northeast Pipeline

Maritimes Northeast Pipeline has a pipeline located within the project limits. **Impacts are not anticipated.** The Contractor shall notify Maritimes Northeast Pipeline for additional information on the location of the pipeline prior to beginning any excavation. Maritimes Northeast Pipeline MUST be notified prior to any/all subsurface work in the vicinity of the pipeline. One-week initial notification and 48 hours' notification for subsequent work is requested so they may have a representative present.

MAINTAINING UTILITY LOCATION MARKINGS

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

UTILITY SIGNING

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

SPECIAL 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 **NOT REQUIRED.**

GENERAL INFORMATION

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

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

The contractor shall give all Utilities **10 working days' notice** prior to beginning any work on this project.

Overview & Utility/Railroad Contact Information:

Utility/Railroad	Aerial	Subsurface	Contact Person	Contact Phone
Central Maine Power Company	**X**		**David Adams**	**(207)530-0868**
Charter Communications, Inc.	**X**		**Joshua Mooers**	**(207)446-8553**
Lincolnville Telephone Company	**X**		**Jim Corbett**	**(207)380-9317**
Maine Natural Gas		**X**	**Joseph Gauthier**	**(207)751-3094**
Maritimes Northeast Pipeline		**X**	**Lara Bailey**	**(207)650-4085**

Temporary utility/railroad adjustments **ARE NOT** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

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

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

Utility/railroad working days are Monday through Friday.

AERIAL

Aerial utility adjustments are not anticipated as part of this project. Utilities have been notified and if utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

SUBSURFACE

Maine Natural Gas

Maine Natural Gas has a pipeline located within the project limits. **Impacts are not anticipated.** The Contractor shall notify Maine Natural Gas for additional information on the location of the pipeline prior to beginning any excavation. Maine Natural Gas MUST be notified prior to any/all subsurface work in the vicinity of the pipeline. One-week initial notification and 48 hours' notification for subsequent work is requested so they may have a representative present.

Maritimes Northeast Pipeline

Maritimes Northeast Pipeline has a pipeline located within the project limits. **Impacts are not anticipated.** The Contractor shall notify Maritimes Northeast Pipeline for additional information on the location of the pipeline prior to beginning any excavation. Maritimes Northeast Pipeline MUST be notified prior to any/all subsurface work in the vicinity of the pipeline. One-week initial notification and 48 hours' notification for subsequent work is requested so they may have a representative present.

MAINTAINING UTILITY LOCATION MARKINGS

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

UTILITY SIGNING

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

Town: **West Gardiner**
Bridge #: **1534 & 6319**
Project: **WIN 26884.00**
Date: **11/8/2023**

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 NOT** required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project.

Overview of Utility Involvement: There are no known utility facilities within the project limits. If any utilities are discovered during construction, the Contractor shall stop immediately and contact the project Resident.

Utility adjustments **are not** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor.

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

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

AERIAL

There are no utility conflicts anticipated within the scope of work planned for this project. Should any arise, the project Resident and the utility must be contacted as soon as possible.

SUBSURFACE

There are no subsurface utility conflicts anticipated within the scope of work planned for this project. Should any arise, the project Resident and the utility must be contacted as soon as possible.

Town: **Bowdoinham**
Bridge#: **1552**
Project: **WIN 26884.00**
Date: **12/8/2023**

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 notify all utilities a **minimum of 10 working days** prior to commencement of **any** work on the project.

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 NOT** required.

GENERAL INFORMATION

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

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

Overview of Utility/Railroad Involvement:

Utility	Aerial	Underground
Consolidated Communications *Martin Pease (207) 272-7993*		X
Central Maine Power Company *Kristian Suttie (207) 210-0754*		X
Charter Communications *Chris Verzoni (207) 458-8017*		X
Bowdoinham Water Dist. *Arthur Mc Lean (207) 7514777*		X

Temporary utility adjustments **are not** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further

approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

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

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

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

AERIAL

No aerial utility conflicts are anticipated within the scope of the work planned for this project. Should any arise, the project Resident and the utility must be contacted as soon as possible.

SUBSURFACE

Central Maine Power, Bowdoinham Water Dist., Consolidated Communications and **Charter Communications** have facilities within the project limits. No utility conflicts are anticipated within the scope of the work planned for this project. Should any arise, the project Resident and the utility must be contacted as soon as possible.

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.

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A Title 35-A, Chapter 7-A Sections 751-761, Overhead High-Voltage Line Safely Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical lines the Contractor shall notify the aerial utilities as per section 757 of the above act.

Town: **Bowdoinham**
Bridge#: **6311**
Project: **WIN 26884.00**
Date: **1/24/2024**

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 notify all utilities a **minimum of 10 working days** prior to commencement of **any** work on the project.

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 NOT** required.

GENERAL INFORMATION

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

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

Overview of Utility/Railroad Involvement:

Utility	Aerial	Underground
Consolidated Communications *Martin Pease (207) 272-7993*		X
Central Maine Power Company *Kristian Suttie (207) 210-0754*		X
Charter Communications *Chris Verzoni (207) 458-8017*		X
Bowdoinham Water Dist. *Arthur Mc Lean (207) 7514777*		X

Temporary utility adjustments **are not** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further

approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

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

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

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

AERIAL

No aerial utility conflicts are anticipated within the scope of the work planned for this project. Should any arise, the project Resident and the utility must be contacted as soon as possible.

SUBSURFACE

Central Maine Power, Bowdoinham Water Dist., Consolidated Communications and **Charter Communications** have buried facilities within the project limits, under Main St. Route 125 &138. No utility conflicts are anticipated within the scope of the work planned for this project. Should any arise, the project Resident and the utility must be contacted as soon as possible.

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.

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A Title 35-A, Chapter 7-A Sections 751-761, Overhead High-Voltage Line Safely Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical lines the Contractor shall notify the aerial utilities as per section 757 of the above act.

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in the Towns of Bowdoin, Bowdoinham, Richmond, Topsham, West Gardiner, and the City of Gardiner have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The section of highway under construction in Kennebec and Sagadahoc Counties:

Project 2634000 is located on Interstate 295 Southbound beginning 0.02 mile north of the Route 126 overpass in West Gardiner and extending southerly 21.05 miles to the northern bridge joint over the MCRR Bridge #1512 in Topsham.
Project 2634200 is located on Interstate 295 Northbound beginning at the northern bridge joint at the MCRR Bridge #6270 Bridge in Topsham and extending northerly 21.15 miles to 0.06 mile north of the Route 126 overpass in West Gardiner.
Project 2688400 *is located on Interstate 295 Northbound and Southbound at the Cobbosseecontee Stream Bridges in Gardiner/West Gardiner #1534 (Southbound), #6319 (Northbound) and the Route 125/138 Bridges in Bowdoinham #1552 (Southbound), and #6311 (Northbound).*

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 Towns of Bowdoin, Bowdoinham, Richmond, Topsham, West Gardiner, and the City of Gardiner 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.

December 5, 2011
Supersedes December 1, 2010

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

105.11 Federal Requirements Add the following as the third and subsequent paragraphs:

"Prior to payment by the Department, the Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the iron or steel product or component was produced entirely within the United States, or (2) a statement that the iron or steel product or component was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value).

All manufacturing processes must take place domestically. Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size and shape, or the final finish is considered a manufacturing process. These processes include rolling, extruding, machining, bending, grinding, drilling, and coating. "Coating" includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

A Buy America Certification is required from each manufacturer, fabricator, supplier, subcontractor, etc. that meets the "manufacturing" definition above.

Buy America does not apply to raw materials (iron ore and alloys), scrap, pig iron, or processed, pelletized, and reduced iron ore."

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

105.11 Other Federal Requirements Amend this section by adding the following:

This special provision was created for the Build America, Buy America Act (BABA) to expand the list of construction materials required to be manufactured in the United States beyond what is currently only required for steel/iron products. The Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58 includes the Build America, Buy America Act. The Office of Management and Budget issued memorandum M-22-11 to provide guidance on the law which can be found here:

https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf

All iron/steel, including the iron/steel in construction materials and manufactured products, must satisfy Buy America 23 CFR 635.410 requirements.

All construction materials, as defined in the following, that are permanently incorporated into federal-aid projects shall meet Build America, Buy America requirements.

For the purpose of this Specification, construction materials shall include an article, material, or supply that is or consists primarily of the following.

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

All manufacturing processes for construction materials shall occur within the United States. The category of construction materials excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Due to a nationwide waiver, BABA requirements do not apply to manufactured products for FHWA funded projects. Manufactured products are items that consist of two or more of the listed construction materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed (including steel/iron) through a manufacturing process.

The Contractor shall certify in writing that all permanently incorporated Construction Materials for this contract meet the BABA requirements.

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

It is hereby brought to the Contractor's attention that the Department has awarded and plans to award contracts adjacent to the limits of this contract, which may be in progress simultaneously. MaineDOT Maintenance & Operations may have contractually obligated work, as well as routine maintenance activities being conducted within and in close proximity of the limits for this project.

The Contractor shall also coordinate this contract's projects with local municipalities' projects.

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

The Contractor will coordinate all activities including traffic control with others to ensure safe travel for motorists. This shall be specifically addressed within the Contractors Traffic Control Plan.

The Contractor shall coordinate their activities with surrounding municipalities and utilities as part of this Contract.

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

I. To protect Northern Long Eared Bat (*Myotis septrionalis*), a federally Endangered species

A. All work must comply with the following avoidance and minimization measures.

1. General AMM : Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs.

2. LIGHTING AMM: Direct temporary lighting away from suitable habitat during the active season

II. Approvals:

A. Temporary Soil Erosion and Water Pollution Control Plan (SEWPCP)

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

I. To protect Northern Long Eared Bat (*Myotis septrionalis*) a federally Endangered species

A. All work must comply with the following avoidance and minimization measures.

1. General AMM : Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs.

2. LIGHTING AMM: Direct temporary lighting away from suitable habitat during the active season

II. Approvals:

A. Temporary Soil Erosion and Water Pollution Control Plan (SEWPCP)

Town: Various I-295 Bridge Jt
WIN #: 26884.00
January 25, 2024

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

III. Special Conditions:

1. No in-water work is permitted at any time.
2. MaineDOT ENV Office will attend a preconstruction meeting and discuss potential presence of endangered bats.
3. Endangered Species - Northern Long-Eared Bats are not expected to be present at the project location. If the Contractor witnesses a bat (dead or alive), any activities that may injure any live bats must cease immediately, and the Contractor shall contact Eric Ham of MaineDOT Environmental Office (207-215-7356) for further coordination. MaineDOT shall coordinate the collection of dead or injured bats.

IV. Approvals:

1. Temporary Soil Erosion and Water Pollution Control Plan

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

1. **The contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification will be considered 48 hours.**

2. **The contractor will provide the Resident with a 48-hour written notice before beginning night work. After receiving this notice, no work shall be allowed for 48 hours. Once work has been completed, the contractor will provide the same notice to return to day work.**

3. **Over-night / Off Shift lane closures will be permitted**

4. **Lane closure length will be kept to a minimum required for the day's operation, not to exceed 5.0 miles.**

5. **Shoulder closures will not be permitted while the opposite lane is closed.**

6. **The Contractor will be required to request crossover permits for utilization of the crossovers for Contractor's staff and have them issued prior to using crossovers. All crossover use shall be addressed in the Contractor's traffic control plan. All crossover use shall be monitored during construction and continued use shall at the discretion of the Department.**

   Interstate Crossovers shall not be allowed to be utilized to change direction, unless both passing lanes are closed simultaneously. When the Contractor chooses to utilize crossovers, all lane closures shall be removed at the end of the shift.

7. **All reduced work zone speeds shall be covered or removed when lane closures are removed, or no work is present.**

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK

The Contractor may conduct their Work on I-295 Northbound, at any location or multiple locations concurrently. A combination of daytime lane closure and lane shift shall be utilized to accommodate the work zone for all bridges. The Contractor shall not work on both the travel lane and passing lane, in a single bound, within the same lane closure. Lane closures and lane shifts shall be removed when Contractor is not on site.

Nighttime Work is permitted but not required. The Contractor shall notify the Department in writing forty-eight (48) hours in advance notice before performing any nighttime Work.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK
(Traffic Control and Management)

1. The contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification will be considered 48 hours.

2. The contractor will provide the Resident with a 48-hour written notice before beginning night work. After receiving this notice, no work shall be allowed for 48 hours. Once work has been completed, the contractor will provide the same notice to return to day work.

3. Lane closures for joint work shall not exceed 1,000 feet. A minimum of 2 miles shall be maintained between lane closures; if this distance cannot be maintained, the lane closures shall be combined but shall not exceed 5 miles in length.

4. Lane widths along Interstate 295 shall be maintained at not less than 12 feet wide.

5. There shall be a minimum of one foot (1') offset from the travel lane to any barrier, guardrail, or obstruction unless otherwise specified. This offset shall be applied to the left and right sides of all travel lanes.

6. Shoulder closures will not be permitted while the opposite lane is closed.

7. The Contractor will be required to request crossover permits for utilization of the crossovers for Contractor's staff and have them issued prior to using crossovers. All crossover use shall be addressed in the Contractor's traffic control plan. All crossover use shall be monitored during construction and continued use shall at the discretion of the Department.

   Interstate Crossovers may be used for storage of equipment and materials at the discretion of the Department. No equipment or materials shall be stored within 30 feet of the edge of Interstate travel-way and emergency vehicle access must be maintained at all times.

   Interstate Crossovers shall not be allowed to be utilized to change direction, unless both passing lanes are closed simultaneously. When the Contractor chooses to utilize crossovers, all lane closures shall be removed at the end of the shift.

8. The contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification will be considered 48 hours.

AGREEMENT REGARDING ENTRY AND WORK ON MAINE TURNPIKE AUTHORITY LAND BY MAINE DEPARTMENT OF TRANSPORTATION AND IT'S CONTRACTORS

Entry and Work by MaineDOT Contractors

Prior to any work or installation of any facility on Maine Turnpike Authority land, a Contractor working for the MaineDOT is required to file application with the Authority for a work permit as specified in a document titled "*Maine Turnpike Authority Application for Work Permit or License to Locate Facilities on MTA Land*", last revised August, 2022 and attached hereto and made a part hereof.

Entry and Work by MaineDOT Employees

Prior to any new work or installation of any facility on Maine Turnpike Authority land, an Employee working for the MaineDOT is required to follow rules as specified in a document titled "*Maine Turnpike Authority Work Permit*", last revised August, 2022 and attached hereto and made a part hereof. The MaineDOT is exempt from the paragraphs in said document: *Insurance and Bonding* and *Costs.*

In absence of a specific license of any existing or permanent installation on Maine Turnpike Authority land, the MaineDOT will provide notice to the Authority when self-performing maintenance on said installation. If a Contractor is hired to perform maintenance on the existing facility, the paragraph above titled "*Entry and Work by MaineDOT Contractors*" will apply.

The MaineDOT will include language from the Maine Turnpike Authority February 17, 2023 Specifications, attached hereto and made part hereof, relating to the above within its contracts when work is to be performed in proximity to Maine Turnpike Authority lands.

MAINE DEPARTMENT OF TRANSPORTATION
Project Development

3/27/2023
Signature Date

MAINE TURNPIKE AUTHORITY

3/27/23
Peter Merfeld, PE Date
Chief Operations Officer

Application Package – MTA Work Permit / License

This is Maine Turnpike Authority's Application for a Work Permit or License to Locate Facilities on MTA Land.

- A Work Permit is required for work on MTA property of a temporary nature where no permanent facility will be installed.

- A License is required for work on MTA property when a facility will be installed on MTA property which is designed to remain when the applicant's work is complete.

The requirements of the documents are very similar. The MTA will determine which document is appropriate given the nature of the application. Depending on the nature of the work, a contractor may be issued a work permit while the eventual owner / operator of the facility will be issued a license for the facility.

Please review the attached application and the requirements of the sample documents. Any questions on these requirements may be directed to Ben Bolduc of the MTA's Right of Way Department.

Submit application and all related materials to:

Ben Bolduc
Maine Turnpike Authority
Right of Way Department
2360 Congress Street
Portland, ME 04102
Tel: (207)871-7771 x355
Fax: (207)879-5567
BBolduc@maineturnpike.com

MAINE TURNPIKE AUTHORITY

APPLICATION FOR WORK PERMIT or LICENSE to LOCATE FACILITIES on MTA LAND

(March, 2019 Revision)

APPLICANT _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

MAILING ADDRESS _____

CONTACT _____ PHONE ( ) _____

NAME OF PERSON TO EXECUTE ANY AGREEMENT _____

TITLE _____

TYPE OF FACILITY

D ELECTRICAL TRANSMISSION/DISTRIBUTION

D STORM DRAIN

D COMMUNICATION LINE D SANITARY SEWER

D WATER DISTRIBUTION D CABLE TV

OTHER (DESCRIBE) _____

TYPE OF INSTALLATION

D OVERHEAD - CLEARANCE _____

D SUBSURFACE

D SLEEVE, ATTACHMENT TO BRIDGE

D OTHER _____

LOCATION

ROAD _____

TOWN _____

BASELINE STATION OF TURNPIKE _____

DISTANCE TO NEAREST
ROAD, STREAM, OR TOWN LINE _____

THE FOLLOWING MATERIAL **MUST** BE SUBMITTED BEFORE THE MTA WILL REVIEW THIS APPLICATION.

1. A PLAN SHOWING THE LOCATION OF THE PROPOSED INSTALLATION, IF ANY

2. ENGINEERING DESIGN PLANS IN SUFFICIENT DETAIL FOR OUR ENGINEERING CONSULTANTS TO REVIEW THE PROPOSAL, INCLUDING TRAFFIC CONTROL PLANS

3. A PROPOSED SCHEDULE FOR THE WORK

4. DRAINAGE CALCULATIONS FOR STORMWATER DISCHARGE ONTO MAINE TURNPIKE AUTHORITY LAND, IF ANY

5. IF THE APPLICANT IS A CORPORATION, YOU MUST STATE THE CORPORATE ADDRESS AND STATE OF INCORPORATION.

6. DOCUMENTATION OF APPLICANT'S EXISTING GENERAL LIABILITY, AUTOMOBILE AND WORKERS' COMPENSATION INSURANCE

7. NON-REFUNDABLE APPLICATION FEE OF $250 MADE PAYABLE TO THE MAINE TURNPIKE AUTHORITY. (THIS APPLICATION FEE DOES NOT APPLY TO NON-PROFITS OR MUNICIPALITIES).

The applicant acknowledges and agrees that the Applicant shall be responsible for all costs incurred by the Maine Turnpike Authority in connection with the review of this application, including, but not limited to, costs of reviewing any materials or documents submitted with the application; any field work done in connection therewith, and any engineering, survey, or legal fees associated therewith, whether or not the application is ever carried to a successful conclusion.

If, for any reason the Applicant fails to conclude or consummate necessary negotiations or actions, or fails to act within a reasonable period of time or withdraws, abandons, cancels or neglects the application, the Applicant shall pay, upon presentation of an invoice, the Maine Turnpike Authority, it's agents or assigns all actual costs incurred by the Maine Turnpike Authority up to that date and time.

Date_____ By_____

Title _____

Office Use Only	
Received:	By:

MAINE TURNPIKE AUTHORITY
WORKPERMIT / LICENSE

The **Maine Turnpike Authority** grants permission to_____(Permittee) to enter upon the property of the Maine Turnpike in_____, Maine for the purpose of conducting the following work.

Description of Work (and/or plan reference):

All work shall be subject to the following conditions:

1. Approval of Plans: The MTA may require that Permittee supply it with plans & specifications of the proposed work prior to any entry onto MTA property. If required, Permittee shall not proceed with any work until said documents have been reviewed and approved in writing by the MTA.

Required_____Not Required_____Special (see below) _____

2. Dig Safe: If earthwork is a component of the work, proof of location of all utilities in the vicinity of the work must be obtained. Proof of utility location from DigSafe must be provided to the MTA and approved before any work will be allowed under this permit.

3. Entry onto Land: Permittee must provide the MTA with a work plan, including schedule, traffic control plan, and any other documentation requested by the MTA. This documentation must be provided at least two weeks in advance of any work on MTA property. The MTA must approve the documentation, and may decide to have an MTA Inspector present while the work is being completed. Restrictions may be imposed based on MTA operational considerations, including but not limited to time of day restrictions based on time of year and peak travel flow. Weekly schedule updates shall be provided by noon on Thursday for the

following Saturday to Sunday period. Permittee must notify the MTA Traffic Management Control Center (TMCC) (871-7701) each day regarding traffic control installed on the roadway, and must notify the TMCC each time any traffic control device is set up, dismantled, on relocated on the roadway or shoulder.

4. Indemnification: Permittee indemnifies and holds the MTA harmless from any liability or third party claims related to Permittee's presence on MTA land, regardless of Permittee's negligence of lack thereof. This includes all losses or expenses related to any third party claim, including attorney's fees, and specifically includes, but is not limited to, claims that are brought by employees or agents of Permittee. Nothing contained herein is intended to waive any defenses or immunities available to the MTA with respect to third parties including, but not limited to, the defenses and immunities provided under the Maine Tort Claims Act.

Any damages to MTA real or personal property caused by Permittee shall be repaired promptly by Permittee or the MTA shall undertake said repairs, in which case Permittee shall reimburse the MTA for all costs incurred.

5. Insurance & Bonding: Prior to any entry onto MTA land, Permittee will file with the MTA certificates of insurance evidencing general liability insurance, automobile insurance, and workers' compensation insurance with such limits as the MTA shall require, which in all cases shall be a minimum of one million dollars per occurrence. The amount required, if higher, shall be noted below. Permittee shall maintain this insurance coverage for so long as work continues on MTA property.

The MTA shall be covered as an Additional Insured under the general liability and automobile insurance policies. The workers' compensation policy shall include an endorsement waiving subrogation in favor of the MTA for all claims relating to work on MTA land. Copies of the endorsements providing this coverage and waiver of subrogation will be provided to the MTA along with the insurance certificates.

The MTA may require performance and/or payment bonds depending on the nature of Permittee's project. Bonding requirements, if any, will be noted below.

6. Maine Tort Claims Act: Any endorsement adding the MTA as Additional Insured shall include the following provision. An endorsement that does not contain said provision, including endorsements that generally provide additional insured status when required by contract, shall be interpreted as if it did:

> "Without limiting in any way Insurer's obligation to defend, coverage under this policy for actions seeking tort damages pursuant to provisions of the Maine Tort Claims Act is governed by the immunities and limitations on damages contained in the Maine Tort Claims Act."

7. Costs: Permittee shall fully and promptly reimburse the MTA for any costs incurred by the MTA, including but not limited to the cost of personnel involved in reviewing Permittee's plans and specifications or supervising Permitee's work. There is a non-refundable application fee of $250 made payable to the Maine Turnpike Authority for all applications (this application fee does not apply to non-profits or municipalities).

8. Safety & MTA Operations: Permittee must abide by all applicable laws and regulations pertaining to workplace safety, and must also comply with the requirements of the most current MTA Supplemental Specification for construction contracts (http://www.maineturnpike.com/Projects/Construction-Contracts.aspx).

Median openings shall not be used and U-Turns at toll plazas shall not be permitted. Traffic stoppages require MTA approval and must be conducted with participation of the Maine State Police. Shoulder and lane closure times on the turnpike must be approved in advance.

When the speed limit has been reduced to 45 mph due to weather or other conditions, Permittee must remove temporary traffic control devices, stop work, and return the roadway to passable condition. Permittee shall not be allowed to reestablish traffic control devices until speed is restored. During this time, Permittee will not be able to work adjacent to the turnpike unless the work area is protected by concrete barrier.

Permittee shall comply with all other specific instructions of MTA personnel and take all other steps required to avoid or minimize disruption to MTA operations.

9. Contacts: The following are the formal contact persons responsible for administration of this Work Permit. All material that Permittee is required to provide under this Permit must be provided to the MTA Contact listed below. When approval of the MTA is required under this permit, the MTA contact listed below is the only person authorized to grant said approval. Communications and direction addressed to Permittee's contact below will be binding upon Permittee.

MTA: _____	**Permittee:** _____
Address: 2360 Congress Street	**Address:** _____
_____	_____
Phone: _____	**Phone:** _____
E-Mail: _____	**E-Mail:** _____

10. Special Conditions or Requirements:

A. Work requiring a stoppage of traffic on the mainline will require Maine State Police and due to police staffing considerations work requiring a stoppage shall not be permitted unless a request for such work is submitted to the MTA two weeks in advance of the work.

B. The following day and time restrictions are in place for this Work *(but are subject to change at discretion of MTA)*:

Insert Other Special Conditions / Requirements:

11. Revocation: The MTA reserves the right to revoke this permit in the event of any breach of its conditions as well as for any reason whatsoever that, in the sole judgment of the Authority, warrants such a revocation.

Maine Turnpike Authority

Stephen R. Tartre, PE
Director of Engineering
Maine Turnpike Authority

Permittee

_____
Name

_____
Title

_____
Company Name

Maine Turnpike Authority
Date: February 17, 2023
.
The following Special Provision pertains to entry onto the Maine Turnpike Authority land by Contractors of the Maine Department of Transportation.

110.3.9 Administrative & General Provisions

A. Additional Insured

Each policy, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the Authority as an additional named insured. The MaineDOT Contract Number shall be clearly stated on each policy. Contractor shall provide the Authority with adequate proof of its Additional Insured status, including but not necessarily limited to Certificates of Insurance and copies of Endorsements from the applicable policies evidencing the status of the Authority as Additional Insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to Authority. Any insurance or self-insurance maintained by the Authority is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Nothing in this document constitutes a waiver of any defense, immunity or limitation of liability that may be available to the Department, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 st. seq.), and shall not constitute a waiver of other privileges or immunities that may be available to the Authority.

105.5.1 General Requirements

Subsection is amended by the addition of the following:

Prior to any work or installation of any facility on Maine Turnpike Authority land, a Contractor (Permittee) working for the Maine Department of Transportation is required to file application with the Authority for a Work Permit. Contractor must abide by the Maine Turnpike Authority agreement with the Maine Department of Transportation regarding Entry

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onto Maine Turnpike Authority Land by Contractors of the Maine Department of Transportation. All specific operational, safety, and environmental requirements of the Authority for a contractor will be followed.

The installation of construction signs on the Maine Turnpike shall be approved in advance by the Maine Turnpike Authority. The Contractor shall submit plans illustrating construction details and proposed locations. Signs shall be located behind guardrail or outside of the roadside recovery area or shall be installed on break away supports. In addition to Dig Safe process, the Contractor shall contact the Maine Turnpike Authority Dig Safe administrators to coordinate locating any MTA utilities through digsafe@maineturnpike.com. Notifications must be provided 10 business days in advance of submitting a Dig Safe ticket. Submit any maps and marked up plans showing where the excavation may occur and the Authority will locate their utilities. Any activity that requires ground disturbance will not be allowed on Turnpike property until 10 business days from initial notification.

This Subsection is amended by the addition of the following:

Change of Direction: The Contractor will not be permitted to reverse directions (U-turns) at the toll plazas or at interchanges. All vehicles must exit the turnpike prior to reversing directions.

The Contractor shall not use the median openings on the turnpike unless the opening is located within passing lane closures on both roadways. The Contractor will be assessed a fine every time any employee of the Contractor, Subcontractor or supplier is observed using a median opening by a Resident or turnpike employee anywhere on the Maine Turnpike throughout the duration of the Contract. The fine will be deducted from monies owed to the Contractor.

The fines will be levied on a per occurrence basis as follows:

NUMBER OF OCCURRENCES	FINE
First	$250

For the second occurrence, and any occurrence thereafter, the fine is increased by $100 per each occurrence. The number of occurrences is not specific to a Contract, an individual or a vehicle, but based solely on the number of times any employee of the Contractor, Subcontractor or supplier is observed using a median opening anywhere on the Maine Turnpike. The Contractor shall be notified in writing of the violation by the Authority.

107.4.2 Schedule of Work Required

This Subsection is amended by the addition of the following:

The Contractor shall submit a schedule that shows all work on the Maine Turnpike that is anticipated for the following week. This schedule shall be transmitted to the Resident Engineer by noon Thursday of the preceding week and will show each day Sunday thru Saturday of the following week. The Resident Engineer shall transmit this information to the Maine Turnpike Authority. Any lane or shoulder closures are subject to approval by the Maine Turnpike Authority. Daily updates if there are changes shall be given to the Authority and any activity shall be reported to the Traffic Management & Communication Center (871-7701).

The Contractor shall submit a schedule that shows all work within 1500' of the toll plaza and all toll plaza lane closures that are anticipated for the following week. This schedule shall be transmitted to the Resident Engineer by noon Thursday of the preceding week. The Resident Engineer shall transmit this information to the Maine Turnpike Authority.

The following Subsections are added:

652.3.2 Responsibility of the Contractor

The Contractor shall ensure all jobsite personnel shall wear a safety vest labeled as ANSI 107-2004 standard performance for Class 3 risk exposures at all times. This requirement also applies to truck drivers and equipment operators when out of an enclosed cab.

652.3.3 Submittal of Traffic Control Plan

The Authority will review the TCP for completeness and conformity with Contract provisions, the current edition of the MUTCD, and Authority policy and procedures. The Authority will review and provide comments to the Contractor within 14 days of receipt of the TCP. No review or comment by the Authority, or any failure to review or comment, shall operate to absolve the contractor of its responsibility to design and implement the plan in accordance with the Contract, or to shift any responsibility to the Authority. If the TCP is determined by the Authority to be operationally ineffective, the Contractor shall submit modifications of the TCP to the Authority for review and shall implement these changes at no additional cost to the Contract. Nothing in this Section shall negate the Contractor's obligations set forth in Section 110 - Indemnification, Bonding, and Insurance.

Section 652.3.4 General

Prior to starting any work on any part of the project adjacent to or being used by the traveling public, the Contractor shall install the appropriate traffic control devices in accordance with the plans, specifications and the latest edition of Manual of Uniform Traffic Control Devices, Part VI. The Contractor shall continuously maintain the traffic control devices in their proper position, and they shall be kept clean, legible and in good repair throughout the duration of the work. If notified that the traffic control devices are not in place or not properly maintained, the Contractor may be ordered to immediately suspend work until all deficiencies are corrected.

All signs shall be new, or in like new condition and maintained in like new condition throughout the project duration. Signs shall be cleaned just prior to installation and throughout the project utilizing a method that will not damage the reflective sign sheeting.

All cones utilized on the project shall be new or in like new condition and shall have a consistent design/appearance.

All drums utilized on the project shall be new or in like new condition and shall have a consistent design/appearance.

No equipment or vehicles of the Contractor, their subcontractors, or employees engaged in work on this contract shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time, except as required by ongoing work operations. Contractor equipment or vehicles shall never be used to stop, block, or channelize traffic.

Vehicles parked on the shoulder shall be located so all portions of the vehicle(s) are a minimum of one foot from the traveled way. No operation shall be conducted on or near the traveled lanes or shoulders without first setting up the proper lane closure and traffic control devices. These precautions shall be maintained at all times while this Work is being performed. The Contractor shall keep all paved areas of the highway as clear as possible at all times. No materials shall be stored on any paved area of the highway or within 30 feet of the traveled way (unless protected by concrete barriers and specifically approved by the Resident). Private vehicles owned by Contractor's employees shall be parked close together in a group no closer than 30 feet from the traveled way in pre-approved areas.

General

Two travel lanes in each direction (each direction being 24 feet wide including/excluding shoulder) in the two lane portion of the turnpike, and three travel lanes in each direction (each direction being 36 feet wide including/excluding shoulder) in the three lane portion of the turnpike (Mile 0.0 to mile 44.3) shall be maintained at all times except while performing work in a designated lane, directly over or adjacent to traffic, and during the placement and removal of traffic control devices.

Unless otherwise specified in the contract documents the minimum main line width for a single travel lane shall be 14 ft and minimum ramp widths of 16 ft which must be maintained at all times, from ½ hour before sunrise and ½ hour after sunset as indicated on the Sunrise/Sunset Table at: http://www.sunrisesunset.com/usa/Maine.asp . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting.

Shoulder closures, lane closures, and lane shifts meeting the MUTCD guidelines, other than those shown in the plans, must be submitted for approval from the MTA prior to use in the construction operations.

No lane closures will be allowed during non-working hours, weekends and/or holiday periods unless included in the Contract as long-term traffic control requirement as outlined in Section 652 – Specific Project Maintenance of Traffic Requirements **unless written permission is obtained from the Authority**

The Contractor's personnel and equipment shall avoid crossing traffic whenever possible. No Contractor's vehicle may slow down or stop in a traffic lane unless said lane has previously been made safe with signs and barricades as required by the Resident.

No vehicle will move onto the traveled way at such a time or in such a manner so as to cause undue concern or danger to traffic approaching from either direction. The Contractor or his employees are not empowered to stop traffic.

The Contractor shall take necessary care at all times, in all operations and use of his equipment, to protect and facilitate traffic. During periods of idleness, the equipment shall not be left in a way to obstruct the traffic artery or to interfere with traffic.

The Contractor shall furnish approved signs reading “Construction Vehicle - Keep Back” to be used on trucks hauling to the Project. The signs shall be a minimum of 30-inch by 60-inch, Black and Orange, and meet construction sign retro reflectivity requirements

All vehicles used on the Project shall be equipped with amber flashing lights, by means of a single or multiple, flashing LED or strobe lights mounted so as to be visible 360 degrees. **In addition, vehicles operating under direction of the Maine Turnpike Authority may be equipped with auxiliary lights that are green, white or amber or any combination of green, white or amber.** Auxiliary lighting shall have sufficient intensity to be visible at 500 feet in normal daylight and a flash rate between 1Hz and 4Hz. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project and positioned or mounted in such a way to not be obstructed by vehicle mounted or other equipment. Dump trucks, **concrete trucks** and utility trucks **at a minimum** shall have a strobe light mounted on each side of the vehicle.

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The use of motorcycles is not permitted within a construction site or as a means to arrive at or leave a work zone.

All work within 1500' of the toll plaza shall be coordinated with the Maine Turnpike Authority. Night work may be required to accommodate Turnpike operations. This work is required to be shown on the proposed schedule as noted in Section 107.4.2. The Engineer shall be responsible for coordinating the activities with the Maine Turnpike on site toll supervisor or his designee immediately prior to the operations. Restrictions in contractor operations may be required by the Maine Turnpike Authority.

Loading/unloading trucks shall not be closer than six feet from an open travel lane when being loaded or unloaded within the work zone. Temporary lane closures will only be allowed at the times outlined in Special Provision, Section 652, Specific Project Maintenance of Traffic Requirements or as contained within the Work Permit being issued by the Authority. These hours may be adjusted based on the traffic volume each day by the Resident and approved by the Authority.

Lane and/or ramp closure setup may not begin until the beginning time specified. Closures that are setup early or that remain in place outside of the approved time period shall be subject to a lane rental fee of **$1,000** per five minutes for every five minutes outside of the approved time. The installation of the construction signs will be considered setting up the lane closure. Removal of the last construction sign will be considered removal of the closure. Construction signs shall be installed immediately prior to the start of the closure and shall be promptly removed when no longer required. The installation and removal of a closure, including signs, channelizing devices, and arrow boards shall be a continuous operation. The Authority reserves the right to order the removal of an approved closure.

During adverse weather condition when the speed limit on the Maine Turnpike has been reduced to 45 MPH, or during fog or when there is less than ½ mile of visibility, shoulder/lane closures cannot be set up and any currently in place shall be removed. Only work on the turnpike mainline that is behind temporary concrete barrier will be allowed when speed is reduced to 45 MPH or fog/visibility conditions exist.

Equipment Moves

The complete stoppage of traffic for an equipment move (including delivery of materials to the median) will be considered for approval if the action cannot reasonably be completed with the erection of a lane closure. Contractor shall be responsible for the installation of Signs CS-3, "Expect Stopped Traffic" and Signs W3-4 "Be Prepared to Stop", in accordance with the Single Lane Closure Detail immediately prior to the equipment move. **Signs will be required on any adjacent ramps within proximity to the stoppage**. These signs shall be covered when not applicable.

State Police will be used to stop traffic. Cost for State Police will be the responsibility of the Authority. The times requested for trooper assisted equipment moves by on-duty troopers cannot be guaranteed. The MTA will not be held responsible for any delays or costs associated with the delay, postponement or cancellation of an on-duty trooper assisted equipment move.

The maximum time for which traffic may be stopped and held for an equipment move at any single time shall be five (5) minutes. The duration shall be measured as the time between the time the last car passes the Resident until the time the Resident determines that all travel lanes are clear. The traffic shall only be stopped for the minimum period of time required to complete the approved activity. The Contractor shall reimburse the Authority at a rate of $500 per minute for each minute in excess of the five-minute allowance.

Unapproved movement of equipment or materials across the travel lanes shall be considered a violation of the Maintenance of Traffic Requirements and is subject to a minimum fine of $500 per occurrence with an additional $500 per minute thereafter.

Request for Complete Stoppage of Traffic

A request for a complete stoppage of traffic must be submitted to the Resident for approval. The Resident is required to receive approval from the Maine Turnpike Authority for all stoppages. The request shall be submitted to the Authority by the Resident at least five (5) working days prior to the day of the requested stoppage of traffic and two (2) days for a stoppage less than five minutes. All requests must be received by 12:00 p.m. noon to be considered as received on that day. Requests received after 12:00 p.m. shall be considered as received the following day. The Contractor shall plan the work accordingly.

652.4 Flaggers

The Contractor shall furnish flaggers as required by contract documents or as otherwise specified by the Resident. **Flaggers shall not stop traffic on Turnpike mainline or interchange ramps. Only State Police are allowed to stop traffic on mainline or interchange ramps.**

West Gardiner-Topsham & Topsham-West Gardiner
26340.00, 26342.00, & 26884.00
Interstate 295 Southbound
Interstate 295 Northbound
February 6, 2024

MaineDOT DBE Project Attainment Target (PAT)
for this Project is 9.51 %

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 (**195**) 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 **May 6, 2024,** whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date **and no later than April 19, 2024**, 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**, **Scott.Bickford@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** 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
(Contract Time)

1. **The Contractor shall be allowed to work either daytime or nighttime hours 6 days per week unless otherwise authorized by the Department or stated elsewhere in contract documents.**

   Except no work will be allowed on:

   May 24, 2024, beginning at 12 noon to May 28 at 6pm.
   July 2, 2024, beginning at 6pm to July 5 at 6pm.
   August 31, 2024, beginning at 6am to September 3, 2024, at 6pm.

2. **WIN 26340.00 West Gardiner – Topsham Southbound: The Contractor shall have no lane closures in place from the hours of 3:00 PM to 7:00 PM beginning at the Topsham RTE 196 overpass approximately Station 693+00 to the end of the project at the northern abutment of the MCRR Bridge at Station 657+35.**

   WIN 26342.00 Topsham – West Gardiner Northbound: The Contractor shall have no lane closures in place from the hours of 3:00 PM to 7:00 PM from the beginning of the project at the Northern abutment of the MCRR Bridge Station 657+43 to the southern abutment of the Cathance River Bridge at Station 741+90.

3. **Ramps may be closed Sunday night through Friday morning between the hours of 7 pm to 6 am with 72 hours' notice. The contractor shall notify local emergency personnel resources of closure dates and times. Under no circumstances will two adjacent on or off ramps be closed simultaneously. Message Boards will be in-place 72 hours prior to ramp closure with a message approved by the Department.**

4. **Any circumstance outside of these time frames, the Contractor shall be charged Supplemental Liquidated Damages as outlined in Special Provision 107 (Supplemental Liquidated Damages).**

SPECIAL PROVISION
SECTION 107
TIME
(Completion Date)

No work will be allowed:

May 24, 2024, beginning at 12:00 pm to May 28 at 6:00 pm.
July 2, 2024, beginning at 6:00 pm to July 5 at 6:00 pm.
August 31, 2024, beginning at 6:00 am to September 3, 2024, at 6:00 pm.

Contract Completion Date is October 12, 2024.

SPECIAL PROVISION
SECTION 107
CONTROL OF WORK
(Supplemental Liquidated Damages

General: Monetary assessments will be made against the Contractor for each ¼ hour there are lane restrictions as specified below.

Definitions of Terms: For this contract the following definitions apply:

(a) Calendar Day: Any portion of the day on the calendar including Saturdays, Sundays, and holidays, beginning and ending at midnight.

(b) Hour: Any continuous 60-minute period or portion of a continuous 60 minute period beginning at the point when a lane and/or shoulder is closed or obstructed by the contractor's operation(s).

(c) 15 Minute Period: Any portion of a 15-minute continuous period.

(d) Obstruction: When the contractor's operation(s) have resulted in the useable lane width of the travel lane or passing lane to be less than that specified in the plan documents.

This contract includes a supplemental liquidated damage procedure under which the contractor is assessed a charge for each lane closure outside the time periods specified under Special Provision 105. The charge will be assessed for each lane restriction as follows:

One Lane Closed	$1,250/ 0 - 15 Minutes
	$2,500/ 16 -30 Minutes
	$5,000/ 31-45 Minutes
	$10,000/ 46-60 Minutes

*** These charges will be accumulative in nature. Example: 0 to 15 minutes, the contractor shall be assessed $1250.00. From 16 minutes to 30 minutes the charges will be $2,500.00 + $1250.00 = $3,750.00 and so on. Times above 60 minutes shall receive an additional assessment of $2,500.00 for each portion of a 15-minute time period.**

The applicable charges will be deducted from any monies due the Contractor for work performed. The deduction will be based on the applicable rate for any and all closures whether work is being performed or not. Deductions will be accomplished through progress payments due the Contractor.

The Contractor shall address in their Traffic Control Plan a contingency plan for opening up both lanes of traffic within one hour of being notified by the Resident. This plan shall be fully detailed, and Permission to open up both lanes shall only be granted if work being performed can safely be stopped to allow lanes to be opened to traffic.

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**

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

The March 2020 Revision of the Standard Specifications, Section 202-Removing Structures and Obstructions, subsection 202.061-Removing Pavement Surface, has been removed and replaced in its entirety by the following:

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

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

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the milling or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01). The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding ½ 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 $^{1}/_{8}$ inch under a 10 foot string line or straightedge placed transversely to centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

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

TABLE 1: MILLING CONDITIONS FOR ADJOINING LANES

Depth (At Centerline)	Milling Conditions
Vertical Longitudinal Joint	
¾" and less	The Contractor may remove the pavement on a single travel lane width for each production day.
1" to 1 ¼"	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before weekend or holiday suspension.
1 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 the end of the following calendar day.
Greater than 2"	The Contractor shall remove the pavement over the full width of the traveled way section being milled that day.
12:1 Tapered Centerline Joint	
1 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
1" or less	The Contractor may leave a vertical edge joint exposed indefinitely.
Greater than 1" to 2"	The Contractor may leave a vertical edge joint exposed for up to **21 days** after milling is performed. The Contractor shall treat vertical edge joints exposed beyond 21 days per the criteria below.
Greater than 2"	The Contractor shall treat vertical edge joints exposed per the criteria below.

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

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

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

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

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

materials from the surface to aid in cleaning.

Any areas of concern, such as de-lamination or pot-holing shall be identified on a continuous basis as milling progresses. Proper corrective action will be determined by the Resident and paid for under the appropriate contract items, and if required, completed prior to opening lane to traffic. Any issues that arise **up to 21 calendar days** after being milled will be the responsibility of the MaineDOT unless otherwise noted in Special Provision Section 105 – Limitations Of Operations.

Basis of Payment

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

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

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

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

SPECIAL PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Vacuum Truck)

Description The Contractor shall provide a vacuum truck as part of the pavement removal surface cleaning operation. The vacuum truck may act as a supplement to the contractors normal milled surface cleaning equipment train, or act as the primary cleaning equipment. Number of vacuum trucks to be used, the sequence of how they are used, and duration they are to be used will generally be up to the contractor with the exception that the vacuum truck will be required in any final cleanup operation prior to the roadway being opened up to traffic.

The equipment shall meet the minimum criteria outlined in this Special Provision.

Equipment The equipment for vacuuming the pavement surface removing the bituminous surface shall be a power operated regenerative air sweeper equipped with cleaning and vacuum system that contains the materials being cleaned and vacuumed from the surface, filters the air of any milling debris, contains the milling debris in a sealed, onboard self-off-loading hopper, and returns the air to the sweeper heads to aid in continued surface cleaning.

Each machine shall use a controlled blast of air the width of the pickup head to dislodge debris from the surface. It will be equipped with a mid-mount, on demand wide sweeper broom, gutter brooms, and vacuum system which will use high velocity recycled air to assist in removing millings and dirt from the surface. The broom assist pick-up head shall work independently of gutter brooms. Recycled air will be distributed across the entire width of a pick-up head(s), covering the entire width of the sweeper. The sweeper shall have positive contact suction heads designed to remove milling debris and dust from surface. All debris picked up by the pick-up head is directed up a large diameter heavy duty 12” -14” suction hose into the hopper. A high-capacity dust separator located before the blower is required limiting polluted air (dust) to re-enter back into the atmosphere. Each air assisted vacuum head shall be equipped with a minimum of 2 water nozzle jets used to minimize dust. The additional use of compressed air and air wand may be required to loosen bonded materials from the surface in preparation of vacuuming.

Basis of Payment Payment will not be made directly for the vacuum truck but will be considered incidental to the square yard or hourly rental contract price for removing pavement surface and will be full compensation for mobilizing to the site, de-mobilizing from the site, labor, supervision, and cleaning of the milled surface, and disposal of all vacuumed materials removed from required surfaces. Hauling and stockpiling of the material will not be paid for directly but will be considered incidental to the pavement removal items.

SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Shoulder Rumble Strip)

Description This work shall consist of milling a pattern onto highway shoulders at the spacing, offset, width, and depth shown on the plans. Rumble strips shall not be placed across ramp openings, crossover openings, or bridges.

CONSTRUCTION REQUIREMENTS

Removing Material The bituminous material shall be removed by a cold milling machine capable of removing the pavement to the required depth and width. The machine must be adjustable to grind or plane on various cross-slopes. Salvage and disposal of bituminous material shall be in accordance with Section 203.

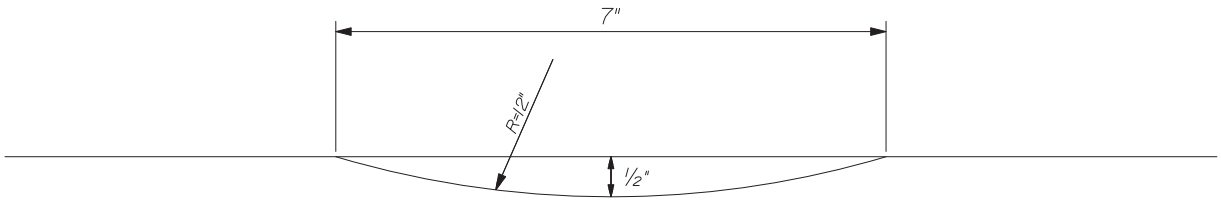
Equipment The equipment shall be a cold milling machine or a cold planing machine specially manufactured for rumble strips. This machine shall be capable of cutting 1200 rumble strips per hour of operation. The Contractor will perform a test section prior to rumble strip installation and at any time as directed by the Resident. The test section will be done to ensure that the machine is capable of milling the rumble strips in accordance with these specifications and the plans.

Method of Measurement Rumble strips will be measured by the meter [foot] longitudinally along the edge of the travelway. For rumbled strips that are broken at regular intervals to permit emergency stopping on shoulders for motorcycles, the length measured for payment shall include the full running length including the regular breaks. Breaks in rumble strip installation for acceleration lanes, deceleration lanes, and crossovers will not be included in the length measured for payment.

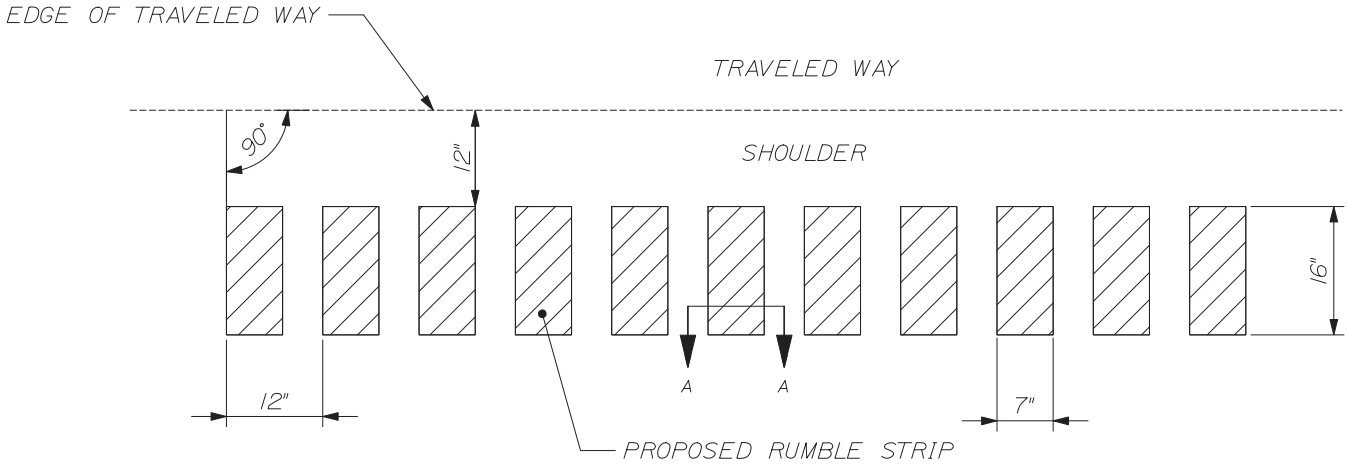
Basis of Payment The accepted quantity of rumble strips will be paid for at the unit price bid per foot [meter] which price will be full compensation for removing and salvaging the bituminous material and for any labor, equipment, and incidentals needed to complete this work.

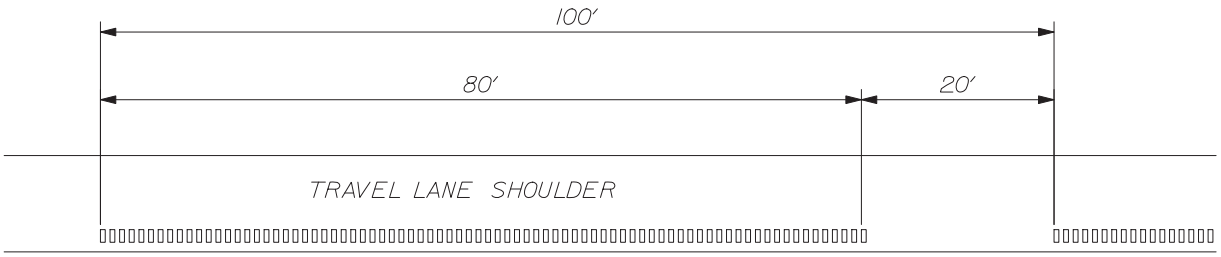
Payment will be made under:

Pay Item	Pay Unit
202.205 Rumble Strip - Shoulder	Foot [Meter]



SECTION A - A





BREAK DETAIL

NOTES:

1. SHOULDER RUMBLE STRIPS SHALL BE PLACED ON THE MEDIAN AND OUTSIDE SHOULDER AS SHOWN IN THE ABOVE DETAIL.

2. ON THE OUTSIDE SHOULDER, THE RUMBLE STRIP PLACEMENT SHALL BE BROKEN FOR A DISTANCE OF 20 FT FOR EVERY 80 FT PLACED.

SHOULDER RUMBLE STRIP DETAIL - INTERSTATE

SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Rumble Strips, Fill)

202.01 Description: The following paragraph is added.

This work shall consist of grinding existing rumble strip locations to a depth of 1.5 inches, coating vertical and horizontal surfaces with bituminous tack coat, and installing 1.5 inches of hot mix asphalt, 9.5 mm over the entire milled area. Locations and lengths of removal shall be shown on the Plans or as approved by the Resident.

The following Subsections are added:

202.011 Materials. Grinding shall be done in accordance with Section 202. Bituminous tack coat shall conform to Section 409.

Hot mix asphalt, 9.5 mm shall conform to Section 401.

202.025 General. Existing rumble strips are approximately 16 inches long, seven inches wide, ½-inch deep, and spaced approximately every five inches.

202.07 Method of Measurement: The following paragraph is added.

Rumble Strips, Fill will be measured by the linear foot ground, filled, and accepted. Measurement shall be parallel to the adjacent pavement marking.

202.08 Basis of Payment: The following paragraph is added.

The accepted quantity of Rumble Strips, Fill will be paid for at the Contract unit price per linear foot which includes all grinding, bituminous tack coat, pavement, labor, equipment, tools, and incidentals necessary to complete this work.

Payment will be made under:

Pay Item		Pay Unit
202.207	Rumble Strips, Fill	Linear Foot

SECTION 401 - HOT MIX ASPHALT PAVEMENT

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

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

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

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

TABLE 1: VOLUMETRIC DESIGN CRITERIA

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

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

The Contractor shall submit a JMF to the Department for each mixture to be supplied. The JMF will be approved by the Department in accordance with the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual. At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 ton for coarse aggregate stockpiles and 75 ton for fine aggregate stockpiles before the JMF may be submitted. The Contractor shall provide aggregate samples to the Department unless otherwise required. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce

samples for testing of the mixture. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit 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.

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

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

TABLE 2: ALLOWABLE TEMPERATURE RANGES

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

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

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

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

TABLE 3: SEASONAL AND TEMPERATURE LIMITATIONS

Use	Minimum Ambient Air Temperature	Zone 1 Allowable Placement Dates	Zone 2 Allowable Placement Dates
Surface course (travelway & adjacent shoulders*) less than 1 in. thick placed during conditions defined as "night work"	50°F	June 1 to Saturday following September 1	
Surface course (travelway & adjacent shoulders*) less than 1 in. thick	50°F	May 15 to Saturday following September 15	
Travelway surface course greater than or equal to 1 in. thick	50°F	May 1 to Saturday following October 1	April 15 to Saturday following October 15
HMA for surface course on bridge decks	50°F	May 1 to Saturday following October 1	April 15 to Saturday following October 15
HMA for base or shim course on bridge decks	50°F	April 15 to November 15	
HMA for use other than travelway surface course	40°F	April 15 to November 15	
HMA for curb, driveways, sidewalks, islands, or other incidentals	40°F	N/A	N/A
HMA produced with an approved WMA technology for base or shim course	35°F	April 15 to November 15	
*Adjacent shoulders shall be considered shoulders paved in the same operation as the travelway.			

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

401.07 Hot Mix Asphalt Plant

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

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

401.072 Stockpiles The Contractor shall provide sufficient space for stockpiles and maintain a minimum of supply for 2 days production of all aggregate products used in MaineDOT approved mix designs currently under production. A minimum stockpile supply of 100 ton (70 yards) shall be

maintained at all times. The Contractor shall construct stockpiles to prevent intermingling and to minimize segregation. All stockpiles used in MaineDOT mixes shall be identified with weatherproof signs at least 12" high and 24" wide, with reflective lettering at least 2" high.

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

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

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

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

401.077 Batch Plants

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

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

annual inspection. The Contractor shall provide the Department a minimum period of 72 hours to inspect the mixer unit and provide at least 24 hours' notice that the mixer unit is ready for inspection.

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

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

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

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

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

401.078 Drum Plants

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

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

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

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

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

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

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

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

    If, after 48 hours the discrepancy has not been addressed and reduced below 1.0%, then plant operations will cease. Plant operation may resume after the discrepancy has been brought within 1.0%.
b. Where platform scales are not readily available, a check will be made to verify the accuracy and sensitivity of each scale within the normal weighing range and to assure that the interlocking devices and automatic printer system are functioning properly. If platform scales are not readily available, a weight with a known mass-verified and sealed annually by a licensed scale company, may be used by hanging weight from silo or surge hopper, at lower middle and upper third levels upon request to verify scale accuracy.
c. In the event of a malfunction of the automatic printer system, production may be continued without the use of platform truck scales for a period not to exceed the next two working

days, providing total weights of each batch are recorded on weight tickets and certified by a Licensed Public Weighmaster.

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

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

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

TABLE 4: PAVER REQUIREMENTS

Use	Paver Requirement
Traveled Way & Auxiliary Lanes	Equipped with a 10 ft minimum main screed with activated extensions. The minimum tractor weight shall be 30,000 pounds.
	Equipped with automatic grade and slope controls that automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 30 ft, a non-contact grade control with a minimum span of 24 ft, except that a 40 ft reference shall be used on interstate and divided highway projects.
All HMA Placement	Self-contained, self-propelled units of sufficient class and size to place Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.
	Equipped with a free-floating activated heated main screed with activated extensions. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer's recommendations, a copy of which shall be available if requested.
	Equipped with a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed.
	Operated in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.11 - Surface Tolerances. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

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

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

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

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

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

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

a. Longitudinally: The pavement surface profile shall be free of deviations in excess of +/- ¼ inches from the required pavement surface profile grade. To verify the surface tolerance a straight plane shall be established using 16 foot straight edge or a taught string line placed parallel to the direction of travel and checked continuously across the width of the lane.
b. Transversely: The pavement surface profile shall be free of deviations in excess of 0 inches below and ¼ inches above the required cross-sectional profile grade. To verify the surface tolerance a straight plane shall be established using a 10 foot straight edge or taught string line placed perpendicular to the direction of travel and checked continuously along the length of the lane.

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

401.12 Preparation of Existing Surface The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course. Tack coat shall conform to the requirements of Section 409 – Bituminous Tack Coat, Section 702 – Bituminous Material, and all applicable sections of the contract.

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

TABLE 5: PLACEMENT CONDITIONS FOR ADJOINING LANES

Depth (at centerline)	Placement Conditions
Vertical Longitudinal Joint	
¾" and less (incl. shim)	The Contractor may place the HMA course over the full single travel lane width for each production day.
1" to 1 ¼"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension.
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall place each course over the full width of the traveled way section being paved that day.
Notched-Wedge Longitudinal Joint	
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint length of 0.5 miles will be permitted over the weekend.
Greater than 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.

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

The Contractor shall install additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double application of raised pavement markers at 100 foot intervals, or temporary painted line. For any exposed vertical edge between the shoulder and traveled way, at a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of

0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

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

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

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

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

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

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

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

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

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

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

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

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

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

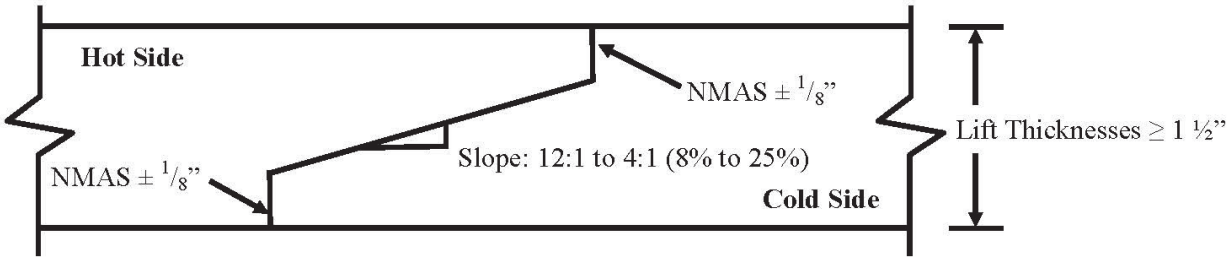


FIGURE 1: Notched Wedge Joint

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

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

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

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

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

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

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

401.19 Contractor Quality Control – Method A, B, C & D
The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

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

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

shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

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

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

a. General Requirements:
    - Job Mix Formulas (JMFs)
    - Name of QCP Administrator, and certification number
    - Description of corrective action process
    - Disposition of defective material
    - A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.
b. Process Control Requirements: Each Hot Mix Asphalt plant shall have a Plant Specific Process Control Plan. At minimum the plan shall include:
    - Name of Plant Specific Process Control Technician(s) and certification number(s)
    - Hot mix asphalt plant details
    - Stockpile Management
    - Mixing & transportation
    - Silo management and details
    - A detailed description of RAP processing, stockpiling and introduction into the plant
    - PG Binder management:
        - Tanks and storage (including polymer modified binders if applicable)
        - Binder temperature
        - Sample points
        - Method to ensure mixture contains the specified binder grade
        - Additive introduction details if introduced at the plant
    - Testing and inspection plan for control of aggregates and RAP
    - Mix Testing and inspection plan
c. Quality Control Requirements – Method A & B:
    - Name of Quality Control Technicians(s) and certification number(s)
    - Laydown operations
    - Longitudinal joint construction including the tacking of all joints.
    - Procedures for avoiding paving in inclement weather
    - Compaction of shoulders
    - Methods to ensure that segregation is minimized
    - Procedures to determine the maximum rolling and paving speeds based on best engineering practices and past experience in achieving acceptable pavement smoothness.

- Sequence for paving around drainage structures, under guard rail, around curb, at bridges, intersections, drives and minor approaches to ensure proper compaction, finish, and drainage.
- Type of release agent to be used on haul units, tools and rollers.

d. Quality Control Requirements – Method C and D:
   - Name of QCP Administrator and certification number(s) as specified in Section 401.19.
   - Name of Process Control Technicians(s) and certification number(s).
   - Name of Quality Control Technicians(s) and certification number(s).
   - Anticipated Compaction Temperature Zones for each roller pass during placement.
   - Mix TMD to be used for density gauge setting for method spec density work
   - Procedures for avoiding paving in inclement weather.
   - Type of release agent to be used on haul units, tools and rollers.
   - A note stating that the use of petroleum-based fuel oils, such as diesel or kerosene, or asphalt stripping solvents will not be permitted.

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

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

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

A QCP, certified QC personnel, and a Prepave Meeting shall not be required for Item 403.209 - Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals) accepted under visual or Method D. An approved JMF shall be provided to the Resident prior to placement.

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

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

TABLE 6: MINIMUM QUALITY CONTROL FREQUENCIES

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

*Method A and B only

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

TABLE 7: CONTROL LIMITS

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

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

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

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

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of

roller passes, shall be recorded and signed by the QCT and provided to the QC.mainedot@maine.gov email address and Resident in writing by 1:00 p.m. the next working day. The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. The Contractor may only cut additional cores for verification of the densometer, at a rate not to exceed 3 per day or 2 per 1000 ton placed.

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

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

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

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

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

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

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

401.192 Quality Control for Method D, (sidewalks, drives, islands & incidentals) and visual acceptance items A QCP, certified QC personnel, or Prepave Meeting shall not be required for Item 403.209 - Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals) accepted under visual or Method D. An approved JMF shall be provided to the Resident prior to placement.

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

TABLE 8: ACCEPTANCE PROPERTIES – METHOD A & C

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

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

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

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

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

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

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

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

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

TABLE 10: ACCEPTANCE LIMITS – METHOD A & C

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

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

TABLE 11: CEASE PRODUCTION – METHOD A & C

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

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

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

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

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

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

The following variables will be used for pay adjustment:

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

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

TABLE 12: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

Acceptance Method	Mix Properties / Gradation	Density
Method A	PA = (Voids @ N_d PF - 1.0)(Q)(P)x0.20 + (VMA @ N_d -1.0)(Q)(P)x0.20 + (PGAB Content PF- 1.0)(Q)(P)x0.10	PA = (density PF-1.0)(Q)(P)x0.50
Method C	PA = (% Passing Nom. Max PF-1.0)(Q)(P)x0.05+(% passing 2.36 mm PF-1.0)(Q)(P)x0.05+(%passing 0.30 mm PF-1.0)(Q)(P)x0.05+(%passing 0.075 mm PF-1.0)(Q)(P)x0.10+(PGAB Content PF-1.0)(Q)(P)x0.25	PA = (density PF-1.0)(Q)(P)x0.50

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

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

TABLE 13: 0.075 MM SIEVE PAY ADJUSTMENT

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

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

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

TABLE 14: ACCEPTANCE PROPERTIES – METHOD B & D

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

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

Lot Size*	Entire mix quantity per item per contract per year	
Maximum Sublot Size – Mix	(Lot size ≤ 1000 tons)	(Lot size > 1000 tons)
	250 ton	750 ton
Sublot Size – Density	125 ton (Max 5 Sublots)	250 ton

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

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

TABLE 16: ACCEPTANCE LIMITS – METHOD B & D

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

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

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

TABLE 17: PAY ADJUSTMENTS – METHOD B & D

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

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

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

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

401.50 Process for Dispute Resolution At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the

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

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

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

TABLE 18: DISPUTE RESOLUTION VARIANCE LIMITS

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

*Disputes will not be allowed on Item 403.209

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

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

value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample and will be used to re-calculate any other affected results or properties.

SECTION 402 - PAVEMENT SMOOTHNESS

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

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

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

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

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

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

TABLE 1: ACCEPTANCE LIMITS

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

Computation of Smoothness Pay Adjustment:

PA = (PF-1.0)(Q)(P) where:
Q = Quantity of surface course in the Lot (excluding shoulders, side streets, bridge decks, ramps, acceleration and deceleration lanes)
PF = smoothness pay factor for the Lot
P = Contract unit price for surface pavement
PA = pay adjustment

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

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

Payment will be made under:

Pay Item	Pay Unit
402.10 Incentive/Disincentive - Pavement Smoothness	Lump Sum

SECTION 403 - HOT MIX ASPHALT PAVEMENT

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

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

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

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

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

Payment will be made under:

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

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

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

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

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

Aggregates for HMA Pavement	703.07
HMA Mixture Composition	703.09

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

SPECIAL PROVISION
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) Nominal Maximum Aggregate Size (mm)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
	$N_{initial}$	N_{design}	N_{max}	25	19	12.5	9.5	4.75		
<3	≤90.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	65-80*	0.6-1.2
3 to <10	≤89.0									
≥ 10										

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

The Contractor shall submit 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/

401.19 Contractor Quality Control - Method A, B, C & D The following language has been added to Section 401.19:

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.

401.20 & 401.21 Acceptance Method(s) A, B, C & D The following language has been added to Section(s) 401.20 & 401.21

The Department will sample the HMA on the first day of production and at the acceptance frequencies specified in Table 3 to verify the compliance with the Hamburg Wheel Tracker Requirements. If an acceptance sample fails to meet the criteria in Table 1A, the Contractor shall cease paving operations and submit a corrective action letter to the Resident, Materials Engineer, Pavement Quality Manager, and Pavement Quality Engineer by the end of the work day with the proposed changes to bring the mixture back into compliance. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will only allow the continuation of paving operations when it is satisfied that the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

TABLE 3: MINIMUM ACCEPTANCE FREQUENCIES

Test or Action	Frequency
Hamburg Wheel Tracker	1 per 4,000 ton or at least once per Acceptance Lot

The Department may take additional informational samples and test the HMA to verify compliance with the Hamburg Wheel Tracker Requirements. If an informational sample fails to meet the criteria in Table 1A, the Contractor will be required to submit a corrective action letter to the Resident, Asphalt Pavement 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.

401.201 & 401.211 Pay Adjustments Method(s) A, B, C & D The following language has been added to Section(s) 401.201 & 401.211

For items accepted under Method(s) A, B, C &D, if the mix is within the tolerances listed in Table 1A, the Department will pay the contract unit price, otherwise pay adjustments as shown in Table 4 shall be applied to the quantity of mix represented by the test.

TABLE 4: HWT PAY ADJUSTMENT

Number of Passes	Pay Adjustment
< 20,000	-1.0% for every 1000 passes below target

A pay adjustment will not be applied to the acceptance sample taken on the first day of production per JMF.

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

Description The hot mix asphalt pavement for all leveling, base, binder and wearing courses shall be transferred to the paver by a material transfer vehicle (MTV) on mainline travelways, shoulders, and ramps as denoted in Special Provision 403 - Hot Mix Asphalt Pavement.

The MTV 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 MTV or the hopper insert shall be designed so that the mix receives additional internal mixing action either in the MTV unit or the paver hopper.

Basis of Payment The MTV and the hopper insert will not be paid for directly, but will be considered incidental to the related contract pay items.

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
¾" Mill & UTBWC Overlay - Travelway & Shoulders					
Travel Lane, Passing Lane & Shoulders (As Indicated)					
Wearing	Type C	462.301	¾"	1	2,9,24,25,26,43
1 ½" Mill & HMA Overlay - Bridge Decks & Ramps					
Travel Lane, Passing Lane & Shoulders (As Indicated)					
Wearing	12.5 mm	403.2081	1 ½"	1	2,5,7,23,25,26,43
¾" Mill & HMA Overlay - Bridge Decks (Cathance River Bridges #0158 & #6310)					
Travel Lane, Passing Lane & Shoulders (As Indicated)					
Wearing	Type C	462.301	¾"	1	2,9,24,25,26,43
3" HMA Overlay – Bridge Deck Rehabilitation (Bridge #1534)					
Travel Lane, Passing Lane & Shoulders (As Indicated)					
Wearing	12.5 mm	403.2081	1 ½"	1	2,5,7,23,25,26
Wearing	12.5 mm	403.2131	1 ½"	1	2,5,8,25,26
8" HMA- Bridge Approaches					
Travel Lane, Passing Lane & Shoulders (As Indicated or Directed)					
Wearing	Type C	462.301	¾"	1	2,9,24,25,26,43
Shim	9.5 mm	403.2111	variable	1/more	2,4,7,20,27,30,43
Intermediate	12.5 mm	403.2131	1 ½"	1	2,5,8,25,44
Base	12.5 mm	403.2131	5"	2	2,5,8,25,44
1 ½" Mill & HMA Overlay - Shoulders (As Indicated or Directed)					
Wearing	12.5 mm	403.2081	1 ½"	1	2,4,7,25,26,30,31,33
3" Mill & HMA Overlay - Shoulders (As Indicated or Directed)					
Wearing	12.5 mm	403.2081	3"	1/more	2,4,7,25,26,30,31,33,52
Variable Depth Spot Shims (As Indicated or Directed)					
Shim	9.5 mm	403.2111	variable	1/more	2,4,7,20,27,30

COMPLEMENTARY NOTES

2. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets **PG 70E-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 70E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
4. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.

5. The aggregate qualities shall meet the design traffic level of >10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
7. Section 106.6 Acceptance, (1) **Method A** as specified Section 401.20 - Quality Assurance Methods A and C.
8. Section 106.6 Acceptance, (2) **Method B** as specified Section 401.21 - Quality Assurance Methods B and D.
9. Material will be tested in accordance with Special Provision 462 - Gap-Graded HMA - Ultra-Thin Bonded Wearing Course.
20. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
23. The mixture shall meet the minimum requirements of Special Provision 401 – HMA Hamburg Wheel Tracker Specification. The Department shall collect 4 additional boxes of HMA on the first day of production and may collect additional material as deemed appropriate.
24. See Special Provision 462 – Ultra Thin Bonded Wearing Course for project specifics.
25. See Special Provision 401 - HMA with Fine Micro-Deval Requirement for project specifics.
26. The use of a Material Transfer Vehicle (MTV) shall be required on this layer. See Special Provision 401 – Material Transfer Vehicle for specifics.
27. Spot Shims **greater than 500 feet** in length shall require the **use of a Material Transfer Vehicle (MTV).** See Special Provision 401 – Material Transfer Vehicle for specifics.
30. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
31. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **10 ton** vibratory, **12 ton** pneumatic, and a **10 ton** finish roller for roadway work. A **Quality Control Technician (QCT)** shall be required for all roadway mixtures placed under this contract. A daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by the **end of the working day**.
33. Roadway HMA mixtures shall be placed with a track or rubber tire mounted highway class paver with a minimum tractor weight of 28,000 pounds, equipped with a minimum main screed width of eight feet.
43. The Department shall profile railroad and bridge approaches every 10 feet along the roadway center line and edge of travelways, out to a match point at a minimum of 75 feet from the structure, to determine the approach pavement taper, elevations, and pavement removal or shim requirements. This work shall be accomplished in cooperation with the Contractor by means of conventional surveying equipment or blocking and string lines as cooperatively determined by the Contractor and Department. At minimum, the survey work will be completed 10 days prior to milling and/or paving operations.
44. The contractor shall mill a stepped butt joint into the existing pavement at both the beginning and end joints for each pavement layer excluding the bottom base layer. For each layer, the stepped joint shall be cut to the depth and width of the pavement layer being placed and extend 5 feet beyond the immediate underlying layer**.** The **butt joint** for the overlying layer shall be **completed prior** to placing the adjacent layer**.** The Resident may extend this length as determined by the condition of the match point. No additional payment will be made for the milling of the butt joints but will instead be considered incidental to associated paving items.
52. A tack coat of a RS-1, Item #409.15 shall be applied along the longitudinal construction joint vertical face as well as all horizontal surfaces in areas where the shoulders are being widened or replaced. The rate of application shall be approximately 0.03 to 0.05 G/SY.

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 400
Pavements

(Emulsified Asphalt Seal Coat with/without Cover Coat)

Description This work consists of furnishing and applying one or more applications of emulsified asphalt sealcoat, with or without cover coat material as described in the contract, on an approved surface in accordance with these specifications and in reasonably close conformity with the contract.

Materials The emulsified bituminous asphalt sealant shall meet the applicable requirements of Section 702 – Bituminous Materials. Liquid asphalt grades for the fog coat treatment shall meet the requirements for CSS-1, CSS-1h, CRS-2h, or CRS-2P. The emulsion type selected shall be used for the entire fog seal application areas unless otherwise approved by the Department.

The emulsified asphalt shall be produced with an approved, certified emulsion product, diluted, and thoroughly mixed into a homogenous liquid at the emulsion manufacturing facility. Each load shall be accompanied by a loading invoice listing the material supplier, emulsion type, dilution rate, total quantity loaded, and copy of the undiluted emulsified asphalt product certification. The diluted emulsion shall meet the requirements listed in Table 1 of this specification.

Table 1 – Diluted Asphalt Emulsion for Seal Coat

Test requirements for diluted material	Range
Sieve test %	0 – 0.10
Residue by distillation, %	28 - 40
Penetration	40 - 90
Application Temperature	100 - 180°F

Cover coat material, if required by the contract, shall be black or dark brown in color. Cover coat materials shall be dried and free from moisture, and be of similar type and size as aluminum oxide or silicon carbide abrasive sandblasting grit meeting the “fine” or “extra fine” gradation requirements (ref: Black Beauty abrasive or similar product).

Equipment Emulsified asphalt sealcoat material application equipment shall meet the requirements specified in Section 409 – Bituminous Tack Coat, subsection 409.05 – Equipment with the addition of the following:

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed, and feed a Digital Volumetric Accumulator capable of measuring gallons applied and distance traveled.

The asphalt distributor be capable of applying asphalt material in accurately measured quantities at any rate between 0.01 to 2.0 gallons per square yard, of roadway surface, at any length of spray bar up to 16 feet. The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in one (1) foot, increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

If cover coat material is required by the contract it shall be applied by means of mechanical aggregate spreader. The aggregate spreader shall be mounted on the asphalt distributor. The spreader shall have a hopper with a minimum capacity of 2000 lbs, and shall be equipped with vibratory agitation to facilitate material flow. Aggregate spinners shall be variable speed, capable of distributing cover aggregate consistently over variable roadway widths in a single pass. All controls shall be cab-mounted and capable of being operated during the application of the asphalt emulsion by the distributor operator.

CONSTRUCTION PROCEDURES

Weather Limitations Emulsified asphalt sealcoat material with or without aggregate cover shall not to be applied when the atmospheric temperature is below 50°F, or pavement surface temperature below 50°F.

Emulsified asphalt sealcoat with or without aggregate cover shall not be applied in wet conditions, or when wet weather conditions are forecasted within a 6 hour period after application.

Preparation of Surface Before application of the emulsion seal coat material with or without aggregate cover the surface shall be thoroughly cleaned of all loose and objectionable material. Preparation of the surface shall be considered incidental to the contract. The Contractor shall be responsible for covering all utility irons just prior to application of emulsion and uncovering utilities after application.

Immediately before applying an emulsified asphalt seal coat, the pavement surface must be cleaned with a road sweeper, power broom to remove dust, dirt, and debris. The pavement surface must be clean and dry before applying the emulsified asphalt sealcoat.

Application Emulsified asphalt seal coat materials with or without aggregate cover shall be applied by a pressure distributer in a uniform, continuous spread over the area to be treated. The target application rate shall be 0.12 gallons per square yard. Emulsion application rates may be adjusted within the range of 0.10 to 0.14 gallons per square yard, as determined by the test section and as directed by the Department. No additional payment consideration or adjustment shall be made unless the required application rate varies from the rate as specified above.

The cover coat aggregate shall be applied immediately after the emulsion, prior to the emulsion break or cure, and simultaneously with the pressure distributors pass.

Equipment or traffic will not be allowed on the emulsion treated surface until the emulsion has fully cured. Emulsion materials will be applied within the temperature range specified in Section 702.05 – Application Temperatures, or as otherwise listed in this specification. No moisture shall be present on the roadway surface.

The Contractor shall provide dry cover material meeting the requirements of this specification and at a spread rate of 0.35 to 0.75 lbs./ s.y. as determined by the control section. The Contractor shall be required to apply additional cover material above the prescribed rate in the event that excessive emulsion materials are applied. Use of cover material shall be paid for by the pound, by means of verified bagged quantity, or by scaled weight of actual materials applied.

A test section shall be established to verify emulsion and cover coat material target application rates. The section shall be of sufficient length to verify the approximate emulsion use at the prescribed rate. Generally, the length of test section shall be approximately 200-500 linear feet. During emulsion seal material application, adequate provisions shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property. The use of skirting or end panels may be required to control application widths, and limit overspray.

Areas found to lack the proper emulsified asphalt seal coat application rate will require a re-application of emulsion material to meet the required rate. Areas requiring re-application will not be paid for directly bur shall be considered incidental to the emulsified asphalt seal coat pay item,

In the event that excessive emulsion materials are applied, the use of cover coat material shall be used to reduce the risk of bleeding and tracking by traffic. Additional aggregate cover material, if required, will be considered incidental to the emulsified asphalt seal coat pay item.

Traffic Control The Contractor may be allowed a limited lane closure lengths if outlined in the contract. If allowed in the contract, traffic volumes shall be monitored to determine peak traffic levels, and lane closures shall be allowed outside peak traffic level times. The Traffic Control Plan will be amended to address traffic control at intersections, businesses, or other high traffic areas. Additional signage shall be used to at .5 mile intervals to warn motorists to stay out of the closed lane and off the sealant. When mainline travelway sealing work is required adequate quantity and properly spaced cones for travelway delineation along with cones or barricades shall be required. Whether treating travelway or shoulders, cones or barricades shall be placed across the treated area every 500 ft immediately after the emulsion and aggregate application to prevent vehicles from traveling through the sealant during the cure period.

All traffic shall be kept off the emulsified asphalt seal coat areas for a minimum of 4 hours or until curing is complete. The emulsified asphalt seal coat surface will be considered cured when the emulsion or cover coat material does not track off the treated surface, and no visible uncured emulsion remains on the surface. The Contractor may elect to use a polymer modified emulsion to further reduce cure time. No additional payment will be made should a polymer modified emulsion be used.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Method of Measurement The Department will measure the emulsified asphalt seal coat with or without aggregate cover (grit) by the square yard. Payment will be for the actual number of square yards applied in accordance with the contract or as directed by the Department.

Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of the Special Provisions at the contract unit price per square yard of seal coat applied, with or without cover coat, as outlined in the contract or as directed by the Department.

Payment will be made under:

Pay Item	Pay Unit
410.151 Emulsified Asphalt Seal Coat, Applied	Square Yard
410.153 Emulsified Asphalt Seal Coat with Grit, Applied	Square Yard

SPECIAL PROVISION
SECTION 424
ASPHALT RUBBER CRACK SEALER – Type 2

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

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

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

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

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

EQUIPMENT

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

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

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

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

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

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

GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
424.22 Asphalt Rubber Crack Sealer Type 2, Applied	Pound

Conversion Table:1

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

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

Conversion Table:1

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

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

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EQUIPMENT

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

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

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

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

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

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

(6) Bulk Tanker: The bulk tanker unit used to heat and maintain the modified asphalt crack sealant compound shall have an approximate capacity of 3,000 to 5,000 gallons and be equipped to maintain the sealant compound at the recommended application temperature. The unit shall be of the indirect fired type, and shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the tank containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The bulk tanker shall be equipped with a satisfactory means of mixing and agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the bulk tanker. The bulk tanker must be equipped with a thermostatic control calibrated between 200°F and 550°F and must be capable of pumping an 8% fiber content blend.

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

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

GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

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

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

For projects where sealants will be covered and a hot mix asphalt overlay is being installed over the sealant cracks will be **“flush filled”,** meaning cracks are filled to a point that the sealant is flush with the existing pavement surface. Minimal, to no overbanding will be permitted.

For projects where the sealants are left un-covered and traffic will be permitted to travel over the sealants for the anticipated sealant life, some overband may be permitted. The sealer overbanding wand shall be equipped with an applicator disc or shoe that that allows for a minimal final overband and depth. Overband will be kept to a minimum and not exceed a maximum of 1 1/2-inch-wide and 3/32 inch thick. The applicator may be followed by a squeegee to minimize the thickness of the overband.

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

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

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

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

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

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

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

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

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

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

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

Conversion Table:1

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

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

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

SPECIAL PROVISION
SECTION 424
Mastic-Based Crack Sealing

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

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

MATERIALS

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

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

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

EQUIPMENT

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

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

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

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

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

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

GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conversion Table:1

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

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

Conversion Table:1

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

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

SPECIAL PROVISION
SECTION 424
LOW MODULUS JOINT SEALER

Description This work shall consist of furnishing all labor, equipment and materials necessary to clean and seal longitudinal and transverse joints that result in the construction of bituminous concrete pavement courses. This material is to be thoroughly applied to the joints during the construction of bituminous pavement courses, to seal the construction joint from deterioration due to the elements, and to adhere the joint materials together.

Materials Asphalt Low Modulus Joint Sealer shall be a modified asphalt and rubber compound designed for sealing and improving the strength and performance of the base asphalt cement and shall conform to ASTM D-6690, Type IV, and the following specification.

Cone Penetration	90 - 150
Flow @ 60°C [140ºF]	< 1/8 inch]
Bond, non-immersed	Three ½ inch specimens pass 3 cycles @ 200% extension @ -29°C [-20ºF]
Resilience, %	60 min
Asphalt Compatibility, ASTM D5329	pass*

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

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

CONSTRUCTION REQUIREMENTS

Weather Low modulus joint sealer shall not be applied on a wet surface, or when the atmospheric temperature is below 50°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures. An atmospheric temperature of 36°F and rising will be permitted on intermediate and base courses, with the time and weather constraints remaining.

Preparation and Placement This work shall be constructed using a low modulus joint sealer. The sealer shall be heated and applied at a temperature between 340°F - 390°F or as specified by the manufacturer and approved by the Resident. Sealer shall be delivered to the joint through a pressure hose line and applicator shoe. The shoe width shall be designed place sealant over the joint being sealed, and provide full coverage over the joint being sealed, depending on the joint height variability.

The sealer shall be applied at a rate and manner that produces a material thickness of 1/8 inch, typical. The material shall not be applied more than 12 hours prior to the placement of any pavement course, and subject to approval by the Resident.

Preparations of Joints All joints shall be swept or blown free of loose material, dirt, and other debris. Material removed from the joint shall be removed from the pavement surface by means of a power sweeper or appropriate hand tools as required. Joints shall additionally be cleaned by appropriate hand tools if contaminants remain on the face. All debris and water shall be removed to enhance adhesion of the joint sealing material.

THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

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

(a) Sweeper: The sweeper shall be a manually operated, gas powered air-broom, or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove all debris, dirt, and dust from the joints.

(b) Melting Kettle: The unit used to melt the joint sealing compound shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 608°F. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 170°F and 525°F.

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

Method of Measurement Low modulus joint sealer will be measured by the foot applied.

Basis of Payment The accepted quantity of Low Modulus Joint Sealer will be paid for at the contract unit price per foot complete in place, which price shall be full compensation for furnishing and placing sealer, including all cleaning of joints, and furnishing and placing all materials necessary to perform the work.

Payment will be made under:

Pay Item	Pay Unit
424.3333 Low Modulus Joint Sealer, Applied	Foot

SPECIAL PROVISION
SECTION 424
CRACK REPAIR with HOT POUR MASTIC

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

MATERIALS

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

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

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

EQUIPMENT

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

(a) Air Compressor Air compressors shall be portable and capable of furnishing not less than 4 yd^3 of air per minute at not less than 90 psi pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

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

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

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

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

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

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

Mastics shall be applied to the repair areas directly from the melting kettle chute, wand or other conveyance method filled from the kettle. If bucketed, material cooling during transfer must be minimized.

The repair area shall be filled flush to the pavement surface. The material shall be poured into the repair area and worked using boxed or v-shaped squeegees, tools, lutes or heated irons. Care should be taken not to over work the material and cause unequal dispersion of the aggregate within the repair. The material may be applied in multiple lifts to accommodate material shrinkage or flow during cooling.

After materials have been applied to the repair, indirect heating by torch or hot air lance can be used to heat the edges and ensure a watertight seal. Do not burn, scorch or ignite the mastic or adjoining pavement when heating.

Do not allow traffic on the repaired areas for one ½ hour, or until the material has cooled enough to support traffic and tracking is minimal.

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

Method of Measurement Crack Repair with Hot Pour Mastic will be measured by the pound of mastic used. The manufacturer's weights of the mastic for each block (pill), counted as they are loaded, will be accepted as a basis for measurement.

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

For those approved cases the Department has determined the weight of this material to be 15.5 pounds per gallon. The Department will use this conversion value for all materials measured by the gallon and converted to pounds. The corrected volume and resultant pounds shall be made part of the method of measurement, with consideration given to blocks (pills) added during the day and applied in an acceptable manner

Basis of Payment The accepted quantity of Crack Repair with Hot Pour Mastic will be paid for at the contract unit price per pound. This price will be full compensation for furnishing the appropriate material type for the repair being done, heating, placing and finishing the mastic materials, as well as cleaning and preparing the areas for installation of the mastic, including the use of compressed air, hot air lance, and any sweeping required to remove contaminates from and dry the areas to be treated. Areas identified as requiring pavement removal by means of cutting, sawing, grinding, or routing will be paid under an appropriate contract item.

Payment will be made under:

Pay Item	Pay Unit
424.38 Crack Repair, Hot Pour Mastic	Pound

Conversion Table:1

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

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

Conversion Table:1

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

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

SPECIAL PROVISION
SECTION 462
GAP-GRADED HMA
(Ultra-Thin Bonded Wearing Course)

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

Description This work shall be constructed in accordance with the applicable referenced sections of Division 400 – Pavements; Section 401 – Hot Mix Asphalt Pavement, and the requirements of Section 106 – Quality. All sections not revised by this Special Provision shall be as outlined in the Special Provision 400 Pavements, Section 401 – Hot Mix Asphalt Pavement. References to Standard Specifications, Special Provisions, or other documents, shall be determined as the most current version available at the time of bid, or as amended. The Ultra-Thin Bonded Wearing Course consists of a warm polymer modified asphalt emulsion tack coat followed immediately with an Ultra-Thin hot mix asphalt wearing course. The tack coat is spray applied immediately prior to the application of the wearing course to produce a durable wearing surface that can be opened to traffic. The finished surface treatment has a nominal thickness of ½ inch, for Type A, $^{5}/_{8}$ inch for Type B, and ¾ inch for Type C.

MATERIALS

The Contractor shall formulate and submit to the Department, a job mix formula (JMF) that satisfies the design general limits listed in Table 1 – Mixture requirements. The JMF aims shall not fall outside the general design limits.

TABLE 1: COMPOSITE GRADATION

AASHTO Standard Sieve Size	**Total % Passing by Weight**		
	Type A - ¼”	**Type B – $^{3}/_{8}$”**	**Type C - ½”**
19 mm (¾”)	-	-	100
12.5 mm (½”)	-	100	85-100
9.5 mm ($^{3}/_{8}$”)	97-100	85-100	45-85
4.75 mm (#4)	40-60	24-41	24-41
2.36 mm (#8)	21-33	21-33	21-33
1.18 mm (#16)	15-26	15-26	15-26
0.60 mm (#30)	11-20	11-20	11-20
0.30 mm (#50)	8-16	8-16	7-16
0.15 mm (#100)	5-10	5-10	5-10
0.075 mm (#200)	4.0-7.0	4.0-7.0	4.0-7.0
Minimum % PGAB	5.1	5.0	5.0

*All aggregate percentages are based on the total weight of the aggregate. The composite gradation for each individual type of mixture shall meet the gradation requirements of Table 1.

The estimated PG binder film thickness shall be calculated for the submitted mix design. Designs with estimated film thickness less than 10 microns may be approved pending successful placement in the field. The estimated film thickness of asphalt shall be calculated using the effective asphalt content in conjunction with the surface area for the aggregates in the JMF according to the following formula and the factors in Table 2:

$$FT = \frac{AC \cdot 1000}{SA \cdot SG}$$

where: *FT = film thickness (microns)*
AC = asphalt content of mix design (%)
*SA = total surface area of aggregate (SM/Kg)**
SG = specific gravity of asphalt

** Surface area is calculated by multiplying the percent passing for the design by the factors in the table below for each sieve size and summing the resultant values.*

TABLE 2: SURFACE AREA FACTORS

AASHTO Standard Sieve Size	**Surface Area Factors (SM/Kg)**		
	Type A - ¼"	**Type B – 3/8"**	**Type C - ½"**
19 mm (¾")	-	-	0.41
12.5 mm (½")	-	0.41	0
9.5 mm (3/8")	0.41	0	0
4.75 mm (#4)	0.41	0.41	0.41
2.36 mm (#8)	0.82	0.82	0.82
1.18 mm (#16)	1.64	1.64	1.64
0.60 mm (#30)	2.87	2.87	2.87
0.30 mm (#50)	6.14	6.14	6.14
0.15 mm (#100)	12.29	12.29	12.29
0.075 mm (#200)	32.77	32.77	32.77

Aggregates used shall be from an approved source and shall meet the requirements of section 703.07 for 3.0 to < 10 million ESALs, and as modified by items 1 through 7 listed below.

1. Individual coarse aggregates sources shall meet a Micro-Deval (AASHTO T 327) value of 18 or less.
2. Individual coarse aggregates sources shall have a maximum LA Abrasion (AASHTO T96) of 30.
3. Absorption by AASHTO T 84 shall be less than 2.0% for fine aggregate blends.
4. Absorption by AASHTO T 85 shall be less than 2.0% for coarse aggregate blends.
5. Aggregates shall have a minimum sand equivalent of 45, (AASHTO T 176), and the fine aggregate shall be 100% crushed.
6. 95 % of the aggregate shall have at least a single face crushed and 85% shall have 2 or more crushed.
7. Percent by weight of Flat and Elongated particles shall be (5:1 ratio) with 10% maximum.
8. Coarse aggregates, when measured in any dimension, shall not contain particles larger than the lift being placed or ¾ inch, whichever is less.

The Contractor shall test all materials and provide copies of all test results to the Department for materials utilized in the completion of the work. The Contractors' test results shall be submitted to the Department along with the mix design submittal in accordance with the MaineDOT HMA Policy and Procedures Manual.

Performance Graded Asphalt Binder Unless otherwise shown in the contract bid items or noted in Special Provision 403 - Hot Bituminous Pavement, all asphalt binders shall meet a 64-28 PGAB grade. The Contractor shall use an approved chemical or wax based warm mix additive when producing UTBWC mixtures using modified PGABs such as 64E-28 or 70E-28.

Emulsified Tack Coat Tack Coat shall be modified with latex, natural or synthetic, and shall be certified as meeting the requirements of ASTM D2397 except as modified in Table 3 – Tack Coat Material Properties. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. CRS-1P asphalt grade emulsions shall have a minimum asphalt content ratio of 63%.

TABLE 3: TACK COAT MATERIAL PROPERTIES

Property	Method	Minimum	Maximum
Latex Content, % Mass of Total Residue		3.0	
Viscosity at 25ºC, (Sec.)	ASTM D244	20	100
Setting Time, Minutes	Observation	3	7
Demulsibility, % by wt. Residue	ASTM D244	40	
Penetration, 25ºC (77ºF)	T 49	60	150

Deliveries of the emulsified tack coat shall be accompanied by a loading invoice, delivery ticket, or slip, as required under Section l08.1.3 f in addition to the Certificate of Analysis. The emulsified tack coat loading invoice/delivery ticket and Certificate of Analysis shall be provided to the Resident. In the event an intermediate hauler of the asphalt material is involved, a copy of their own delivery slip shall be furnished, as well as a copy of the supplier's loading invoice. The hauler's delivery slip and the supplier's loading invoice shall be cross-referenced by use of their respective serial numbers.

EQUIPMENT

Spray Pavers The spray paver shall be configured to spray tack at the specified rate, and apply hot mix asphalt seconds later. The spray bar shall be located just ahead of the paver's auger, and distribute the liquid through computer-controlled, self-cleaning valves. An onboard microprocessor shall be capable of precisely controlling the rate of flow interlocked to the paver speed. Spray valves shall also be controlled manually if needed. The paver shall have a receiving hopper with sufficient capacity for a uniform spreading operation and a mixture distribution system to place the mixture uniformly, without segregation. The screed assembly shall produce a finished surface of the uniform texture without tearing, shoving, or gouging the mixture.

The self-priming spray paver must be capable of spraying the tack coat, applying the hot asphalt overlay and smoothing the surface of the mat being paved in one pass, at the rate of 33-98 feet per minute. The self-priming spray paver must incorporate a receiving hopper, feed conveyor, heated or insulated storage tank for emulsion, metered tack coat spray bar and a variable width, heated, ironing type screed. The self-priming spray paver shall be a track or rubber tire mounted highway class paver with a minimum combined tractor and screed weight of 44,000 pounds, and a minimum main screed width of 8 feet. All paver screeds shall be outfitted with auger and tunnel extensions as required to distribute the mix within two feet of the end gate. All pavers shall have power extendible, activated, and heated screed extensions designed by the manufacturer for highway paving. Screeds shall be configured to place mixtures to the required width, crown, and breakpoints as directed by the Department. The paver must have a material receiving hopper size capable of accepting haul trucks, and be of sufficient size and weight to maintain the required rate of placement, line of travel, depth, and cross section while engaged with a loaded tri-axle or trailer haul unit. The screed must be sized to place the mixture over the entire lane width being paved in one pass. It shall also have the ability to be positively crowned at the center of lane and have adjustable extensions to accommodate the desired pavement width and cross-sectional profile. The Contractor shall operate the paver in such a manner as to produce a visually uniform textured surface. Any UTBWC that becomes visually unacceptable due to mixture cooling, checking, segregation or deformation as a result of an interruption in mix delivery, or excessive delays in re-charging the emulsion tanks shall be removed and replaced with material that meets contract specifications at no cost to the Department.

Rollers The Contractor shall use 7 foot wide double drum steel wheeled rollers weighing at least 8 to 10 ton, that are equipped with functioning water systems and scrapers to prevent the fresh mix from adhering to the roller drums. If the rollers narrower than 7 foot are to be used, the Contractor will be required to use additional rollers or slow placement speed of the paver to ensure full mat coverage is made immediately behind the spray paver.

CONSTRUCTION DETAILS

Weather and Seasonal Limitations All work shall be in accordance with Section 401 – Hot Mix Asphalt Pavement, subsection 401.06 - Weather and Seasonal Limitations with the following exceptions:

1. For travelway paving, the seasonal limits are extended to the Saturday following September 15th for surface courses placed less than 1 inch during conditions defined as night work, and October 1st for surface courses less than 1 inch during conditions defined as day work.
2. Shoulder surface courses that are less than 1 inch and are paved separately from the travelway shall be completed by the Saturday following October 15th.

Surface Preparation For Contracts requiring milling, the Contractor shall mill the existing pavement surface to the depth and widths described in the contract documents, remove any painted striping within the pavement removal limits, clean and crack seal as required by the contract documents, and sweep the roadway as needed prior to the surface treatment. Stripe removal, milling and crack seal will be paid for under the appropriate contract items. Shoulders less than or equal to 3 feet will be milled to match the travelway.

For Contracts requiring full width leveling courses or spot shims, the HMA shim shall be paid for under the appropriate 403.211 or 403.2111- 9.5mm shim unit price as included in the contract.

Crack sealing and crack repair will be installed and paid in accordance with the appropriate items provided within the contract documents. The Contractor shall crack seal and crack repair transverse and longitudinal cracks as considered appropriate.

Sweeping will not be paid for directly but shall be included in the 462.30 or 462.301 - Ultra-Thin Bonded Wearing Course contract price.

Application The screed on the paver shall be heated to a temperature between 275°F-335°F before placing Ultra-Thin Bonded Wearing Course on the roadway. Apply the tack coat meeting the requirements of Table 3 at a temperature of 120º - 180º F. The application of tack coat shall be uniform across the entire width to be overlaid, at a rate of 0.22 - 0.25 gallons per square yard, depending upon the existing surface texture. Field adjustments to the target application rate of tack coat shall be determined based upon the existing surface condition of the pavement. The tack coat application rate may be adjusted to 0.17 - 0.22 gallons per square yard if used over newly placed HMA levelling course. Adjustments to the tack coat target application rate shall be approved by the Department. All changes to the emulsified tack coat application shall be located with station references, recorded, and included in the daily QC report.

The Ultra-Thin Bonded Wearing Course compacted depth shall be ¾ inch. Placement depths may vary slightly, but mixes shall be placed at an approximate ⅞ inch uncompacted depth prior to being compacted.

The Department and Contractor shall monitor tonnage placement yield. Placement yield shall be in the range of 78 to 83 pounds per square yard when placing a ⅞ inch uncompacted depth, resulting in a ¾ inch compacted depth.

The Contractor may propose to adjust the tonnage placement yield range to accommodate differing mix compositions, but those adjustment would only be allowed after verification cores are taken from the newly placed and compacted Ultra-Thin Bonded Wearing Course layer. If core depth measurements of the Ultra-Thin Bonded Wearing Course indicate the required yield range results in a compacted depth consistently greater than ¾ inch, then the placement depth and yield range may be adjusted to accomplish the ¾ inch compacted depth required.

The Contractor shall make all efforts to minimize walking on the unrolled mat. Displacement, marring, or depressions that result from walking on or across the mat will require immediate repair before rolling. Repeated incidences of irreparable surface defects may result in work stoppage until the issue is resolved.

A tack coat of CRS-1P shall be applied to the vertical transverse joint surface and the underlying roadway at each transverse joint takeoff. Should the spray paver be unable to apply tack coat to the vertical transverse joint when paving a tack coat of CRS-1P or RS-1 shall be applied to the vertical joint and adjacent surfaces for at least the first 10 feet. The application rate shall be a minimum of 0.05 gal/sy for the tack application at transverse joints. The Contractor shall continuously monitor the rate of spray. No equipment shall come in contact with the tack coat before the hot mix asphalt wearing course is applied. Immediately after applying the tack coat, the contractor shall apply the hot mix asphalt overlay across the full width of the tack coat at a temperature of 290º - 335º F.

Compaction The Contractor shall begin compaction immediately behind the spray paver after the application of wearing course. The roller(s) shall make a minimum of two passes. The roller(s) will not be allowed to stop on the freshly placed wearing course. The Contractor shall use an adequate number of rollers to complete compaction and aggregate seating before the pavement surface temperature falls below 185º F for 64-28 PGABs, or below 210º F for PG 64E-28. The Contractor shall provide an additional roller if the Contractor elects to pave travelway and adjacent shoulder concurrently and the adjacent shoulder exceeds four feet in width. The Contractor shall protect the wearing course from traffic until the rolling operation is complete and the material has cooled sufficiently to resist damage.

Shoulder Paving Shoulders that are less than or equal to 5 feet in width and are specified in the Contract Documents or directed by the Resident to receive a wearing surface shall be paved with UTBWC in the same operation as the travelway.

UTBWC Documentation The Contractor and the Department shall agree on the amount of UTBWC, measured in square yards, that has been placed each day. The Contractor and the Department shall agree on the amount of emulsified tack coat (in gallons) and HMA (in tons) that have been placed each day. All delivery slips shall conform to the requirements of 401.073.

Quality Control All work shall be in accordance with Division 400 – Pavements; Section 401 – Hot Mix Asphalt Pavement , subsection 401.19- Quality Control Method A, B & C, with the exception of the following revisions;

The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the following minimum frequencies per each approved mix design:

TABLE 4: MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
Emulsified tack coat application rate & yield*	1 per 10,000 SY (minimum of 2 per day)	-
Gradation	1 per 500 ton	AASHTO T 30
PGAB content	1 per 500 ton	AASHTO T 164 or T 308
Rice Specific Gravity	1 per 500 ton	AASHTO T 209
Coarse Aggregate Angularity	1 per 5000 ton	ASTM D5821
Flat and Elongated Particles	1 Per 5000 ton	ASTM D4791
Fine Aggregate Angularity	1 Per 5000 ton	AASHTO T 304

* Emulsified tack coat application rate and yield shall be verified independent of the rate displayed on the paver

The Contractor shall monitor plant production on each approved mix design using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 5 below.

TABLE 5: CONTROL LIMITS

Property	UCL and LCL
Passing NMAS sieve	Target +/-4.0ᵛ
Passing 4.75 mm and larger sieves	Target +/-4.0
Passing 2.36 mm sieve	Target +/-2.5
Passing 0.075 mm sieve	Target +/-1.0^
PGAB Content*	Target +/-0.25
Theoretical Maximum Specific Gravity	JMF Target +/-0.020

ᵛ The mixture shall be produced to comply with the control points outlined in Table 1.

* Based on AASHTO T 308

^ The minimum LCL shall be 3.0% and the maximum UCL shall be 7.0%.

Acceptance Acceptance shall be in accordance with this Special Provision. The Lot size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4,500 tons (120,000 square yards). Remaining tonnage (square yards) may be rolled into the last lot allowed up to a maximum size of 6,000 tons (160,000 square yards). Sublot sizes shall be 750 tons (20,000 square yards) for mixture properties, with unanticipated over-runs of up to one-half of the sublot rolled into the last sublot. The minimum number of sublots per Lot for mixture properties shall be five.

TABLE 6: UTBWC ACCEPTANCE CRITERIA

Property	Point of Sampling	Test Method
Gradation	Paver Hopper	AASHTO T 30
PGAB Content	Paver Hopper	AASHTO T 308

TABLE 7: UTBWC ACCEPTANCE LIMITS

Property	USL and LSL
Passing NMAS sieve	Target +/-5%*
Passing 4.75 mm and larger sieves	Target +/-5%
Passing 2.36 mm to 1.18 mm sieves	Target +/-3%
Passing 0.60 mm	Target +/-3%
Passing 0.30 mm to 0.15 mm sieve	Target +/-2%
Passing 0.075 mm sieve	Target +/-2%^
PGAB Content	LSL = Target - 0.3% USL = Target + 0.4%

* The mixture shall be produced to comply with the control points outlined in Table 1.

^ The minimum LSL shall be 3.0% and the maximum USL shall be 7.0%.

Pay Adjustment The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 – Quality, and Section 401.20 – Acceptance Method A & C of Division 400 – Pavements, and this Special Provision.

The Department will use Performance Graded Asphalt Binder content, and the screen sieve sizes listed in this specification for the type of mixture represented in the JMF. If the pay factor for any single property falls below 0.85, the Contractor shall cease production and submit a corrective action plan to the Department at the HMA plant. If any the pay factor for any single property falls below 0.80, the Contractor shall also provide a passing verification sample to the Department before production can resume. Production may resume when the Department is satisfied the corrective action proposed will provide an improvement in results.

PGAB Content and Gradation The Department will determine a pay factor for each square yard using Table 7: Acceptance Limits. The Department will calculate the price adjustment for Mixture Properties as follows:

PA = 0.70[(% Passing Nom. Max PF-1.0)(Q)(P)X0.05+(% passing 2.36 mm PF-1.0)(Q)(P)X0.05+(%passing 0.30 mm PF-1.0)(Q)(P)X0.05+(%passing 0.075 mm PF-1.0)(Q)(P)X0.10+(PGAB PF-1.0)(Q)(P)X0.25]

Dispute Resolution All work shall be in accordance with Division 400 – Pavements; Section 401 – Hot Mix Asphalt Pavement , subsection 401.50 - Process for Dispute Resolution.

Method of Measurement Ultra-Thin Bonded Wearing Course shall be measured by the square yard.

Basis of Payment The accepted quantity of Ultra-Thin Bonded Wearing Course will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, material, labor, and all incidentals necessary to complete the work. Pay adjustments may be made as outlined in this specification.
Payments will be made under:

Pay Item		Pay Unit
462.30	Ultra-Thin Bonded Wearing Course	Square Yard
462.301	Polymer-Modified Ultra-Thin Bonded Wearing Course	Square Yard

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Polyester Polymer Concrete)

502.01 Description. The following sentence is added:

This work shall consist of furnishing and placing a polyester polymer concrete with High Molecular Weight Methacrylate (HMWM) resin primer on concrete surfaces where indicated in the Contract Documents. The work shall include the preparation of receiving surfaces.

502.03 Materials. The following paragraphs are added:

The polyester concrete shall consist of polyester resin binder and aggregates with a compatible primer meeting the component and composite material properties specified. All components shall be supplied collectively through the same provider, qualified as defined herein, referred to as the System Provider.

1. Primer. The prepared surface shall receive a wax-free low odor, high molecular weight methacrylate (HMWM) primer consisting of a resin, initiator, and promotor and conforming to the following:

High Molecular Weight Methacrylate (HMWM) Primer Resin		
Property	Requirement	Test Method
Volatile Content*	30%, maximum	ASTM D 2369
Viscosity* (Brookfield RVT with UL adapter, 50 RPM at 77°F)	25 cps, maximum	ASTM D 2196
Specific Gravity* (at 77°F)	0.90, minimum	ASTM D 1475
Flash Point*	180°F, minimum	ASTM D 3278
Vapor Pressure* (at 77°F)	1.0 mm Hg, maximum	ASTM D 323
PCC Saturated Surface-Dry Bond Strength, with primer** (at 24 hours and 70 ± 1°F)	700 psi, minimum	CT 551, part 5

*Tested prior to adding initiator.
**Initiated polyester concrete tested at 12% resin content by weight of the dry aggregates.

The prime coat promoter/initiator shall consist of a metal drier and peroxide. If mixed directly, they will create a violent exothermic reaction. Therefore, during shipping and storage, the containers of the metal drier and the peroxide shall be stored in a manner that will not allow leakage or spillage from one material to contact the containers or material of the other.

2. Aggregate. Aggregate for polyester concrete shall meet the following properties:
   a. Aggregate retained on the #8 sieve shall have a maximum of 45% crushed particles when tested in accordance with AASHTO Test Method T335.
   b. Fine aggregate shall consist of natural sand only.
   c. Weighted average aggregate absorption shall not exceed 1.0% as determined by AASHTO Test Methods T84 and T85.
   d. At the time of mixing with the resin, the moisture content of the aggregate, as determined by AASHTO Test Method T255, shall not exceed one half of the aggregate absorption.
   e. Aggregate shall have a minimum Mohs hardness of 7.
   f. Aggregate shall meet the following gradation:

Aggregate Gradation	
Sieve Size	Percent Passing
3/8”	100
No. 4	62-85
No. 8	45-67
No. 16	29-50
No. 30	16-36
No. 50	5-20
No. 100	0-7
No. 200	0-3

3. Polyester Resin Binder. The polyester binder resin shall have the following properties:
   a. Be an unsaturated isophthalic polyester-styrene co-polymer suitable for a polyester concrete mixture with a resin content of 12% ± 1% of the weight of the dry aggregate.
   b. Contain at least 1% by weight gamma-methacryloxypropyltrimethoxysilane, an organosilane ester silane coupler.
   c. Be used with a promoter that is compatible with suitable methyl ethyl ketone peroxide and cumene hydroperoxide initiators.

d. Shall meet the following material properties:

	Polyester Resin Binder	
Property	Requirement	Test Method
Viscosity*	75-200 cps	ASTM D 2196
(RVT No. 1 spindle, 20 RPM at 77°F)		
Specific Gravity* (at 77°F)	1.05 to 1.10	ASTM D 1475
Styrene Content*	40-50%, by weight	ASTM D 2369
Silane Coupler*	1.0%, minimum by weight of polyester resins	NMR Spectrum
Elongation	35%, minimum (Type I specimen, thickness 0.25± 0.03" at Rate = 0.45 inch/minute)	ASTM D 638
	Sample Conditioning: 18/25/50+5/70	ASTM D 618
Tensile Strength	2,500 psi, minimum (Type I specimen, thickness 0.25± 0.03" at Rate = 0.45 inch/minute)	ASTM D 638
	Sample Conditioning: 18/25/50+5/70	ASTM D 618

*Tested prior to adding initiator.

4. Polyester Concrete. The polyester concrete composite mixture shall meet the following properties:

Polyester Concrete Composite Mixture		
Property	Requirement	Test Method
PCC Saturated-Surface Dry Bond Strength, without primer* (at 24 hours and 70 ± 1°F)	500 psi, minimum	CT 551
Abrasion Resistance	2g weight loss, maximum	CT 550
Modulus of Elasticity	1,000 to 2,000 ksi	ASTM C 469

*Initiated polyester concrete mixture tested at 12% resin content by weight of dry aggregates.

5. Packaging and Shipment. A Safety Data Sheet shall be furnished prior to use for each shipment of polyester resin binder and high molecular weight methacrylate resin. Polyester resin binder and primer resin shall bear the System Provider's label specifying lot/batch number, brand name and quantity. In addition, the mixing ratio shall be provided to the Contractor by the System Provider prior to shipment.

6. Storage of Materials. All materials shall be stored in a cool, dry location and in their original containers in accordance with the System Provider's recommendation to ensure their preservation until used in the work. The shelf life for liquid materials stored out of direct sunlight and at temperatures 80 °F and below shall be at least twelve (12) months. All aggregates shall be stored in a clean, dry location away from moisture. Applicable fire codes may require special storage facilities for some components of the Polyester Polymer Concrete system.

7. Basis of Acceptance. Project acceptance of the polyester concrete materials will be based on the following:

a. Delivery of the materials to the project site shall be in acceptable containers bearing all the label information as required in 6. Packaging and Shipment.
b. System Provider certifications and written instructions submitted by the Contractor to the Resident thirty (30) days prior to the placement including the following information:
    i. Materials: statement that the primer, aggregate and polyester binder are compatible with one another and meet the material requirements found under Materials, 1-3.
    ii. Experience: documented evidence of having successfully supplied a complete polyester polymer concrete system meeting this specification on at least five (5) projects of similar size and scope within the last five (5) years.
    iii. Technical Representative: having successfully provided technical support on at least two (2) projects of similar size and scope within the last five (5) years.
c. Approval by the Department is based on conformance with the Material requirements above.

Construction Details:

1. General. A System Provider's competent technical representative shall be made available for a minimum of three (3) working days to make recommendations to facilitate the header installation and trial application.

During surface preparation and application, precaution shall be taken to assure that traffic is protected from rebound, dust and construction activities. Appropriate shielding shall be provided as required and directed by the Resident. The Contractor shall provide suitable coverings (e.g. heavy duty drop cloths) to protect all exposed areas not to be overlaid, such as curbs, sidewalks, parapets, etc. All damage or defacement resulting from this application shall be cleaned and or repaired to the Resident's satisfaction at no additional cost to the Department.

2. Trial Application. Prior to constructing the header, one or more trial applications shall be placed on a simulated prepared substrate to demonstrate proper initial set time and the effectiveness of the surface preparation, mixing, placing and finishing equipment proposed. Each trial application shall be at least 10 feet long and at the planned width and a typical header thickness. The location(s) on the bridge of the trial applications shall be approved by the Resident.

If for any reason the trial application fails to meet specification, the Contractor shall remove the failed trial application and reinstall the trial application at no additional cost to the Department until satisfactory results are obtained.

The number of trial applications required shall be as many as necessary for the Contractor to demonstrate the ability to construct an acceptable trial header section and competency to perform the work. The Contractor, System Provider, and/or proposed equipment/techniques may be rejected by the Resident if not shown to be acceptable after three (3) failed trial applications.

The vertical axis pull test shall be performed twenty-four (24) hours after the placement of the trial application in accordance with ASTM C 1583 to assure that the concrete adheres to the prepared surface. The test result shall be the average of two (2) successful tests. Test cores shall be drilled through the concrete and into the substrate a minimum of 0.25". The minimum tensile pull strength on normal weight concrete substrates shall be 250 psi. An acceptable test will demonstrate that the bond strength is sufficient by producing a concrete subsurface failure area greater than 50% of the test area.

3. Surface Preparation. All surfaces that will be in contact with the headers shall be prepared by shot blasting, or a similar approved method, in order to remove all existing grease, slurry, oils, paint, dirt, striping, cure compound, rust, membrane, asphalt, weak surface mortar or any other contaminants that could interfere with the proper adhesion of the system.

Shot blasting shall be done with shot blasting units which include a vacuum to recover spent abrasives. The abrasive shall be steel shot. Magnetic rollers shall be used to remove any spent shot remaining on the concrete after vacuuming. Areas that cannot be accessed by shot blasting may, with the Resident's approval, be cleaned by sand blasting. All contaminants shall be picked up and stored in a vacuum unit, and dust shall not be created during the cleaning operation that will obstruct the view of motorists. Surface preparation shall expose the aggregates within the substrate concrete. Mortar which is sound and firmly bonded to the coarse aggregate must have open pores to be considered adequate for bonding of polyester polymer concrete.

Cleaning shall not commence until all work involving the repair of the concrete substrate surface has been completed and repair materials have cured. All deck repair material shall be compatible with the polyester polymer concrete to ensure proper bonding and be found on the MaineDOT QPL. Repair materials with magnesium phosphate shall not be used.

Cleaned surfaces shall not be exposed to vehicular traffic unless approved by the Resident. Cleaned concrete substrates that have been contaminated must be cleaned to the satisfaction of the Resident prior to placing the header at no additional cost to the Department.

All steel surfaces that will be in contact with the headers shall be cleaned in accordance with SSPC-SP No. 10, Near-White Blast Cleaning, except that wet blasting methods shall not be allowed.

4. Application. Prior to the primer and headers application, moisture content reading must be ≤ 5.0% using a moisture meter or using ASTM D4263 - Indicating Moisture in Concrete by the Plastic Sheet Method for a minimum of 2 hours. If using ASTM D4263, no visible moisture is considered acceptable. The substrate surface temperature shall be between 50-90°F at the time of primer and Polyester Polymer Concrete placement.

    a. Prime Coat.
    Primer shall be mixed and applied in accordance with the System Provider's recommendations. Primer shall be applied within 5 minutes of mixing initiator and resin at a rate of approximately 90-100 ft²/gal or as otherwise recommended by the System Provider. Primer shall evenly cover all surfaces, including adjacent vertical surface, and any excess shall be removed or spread to meet the recommended application rate. Primer shall be reapplied to any areas that appear visibly dry prior to header placement.

    b. Polyester Concrete.
    The polyester concrete shall be mixed and applied in accordance with the System Provider's recommendations. Polyester polymer concrete shall be mixed in either mechanically operated mixers or continuous automated mixers meeting the following requirements:

    i. Employ an auger screw/chute device capable of completely blending catalyzed binder resin and aggregates.
    ii. Employ a plural component pumping system capable of handling polyester binder resin and catalyst, adjustable to maintain proper ratios to achieve set/cure times within the specified limits.
    iii. Be equipped with an automatic metering device that measures and records aggregate and resin volumes. Record volumes at least every 5 minutes, including time and date. Submit recorded volumes at the end of shift.
    iv. Have a visible readout gage that displays volumes of aggregate and resin being recorded. Produce a satisfactory mix consistently during the entire application process.
    v. Be calibrated per Caltrans California Test CT 109 or similar. Submit current certificate of calibration to the Resident.

    Portable mechanically operated mixers of appropriate size may be used as recommended by the System Provider and approved by the Resident.

    Roller screeds will not be permitted.

Polyester concrete shall be placed no sooner than 15 minutes and no later than 2 hours after the beginning of the application of the primer. The polyester concrete shall be placed prior to gelling or within 15 minutes after the addition of the initiator, whichever occurs first, or as recommended by the System Provider. As determined by the Resident, discard any polyester polymer concrete not placed within this time limit at no additional cost to the Department.

The polyester concrete mixture shall achieve an initial set time between 30 minutes and 90 minutes. For the purposes of this specification, initial set is defined as when the in-place polyester concrete cannot be deformed when firmly pressed with a finger. Material not achieving initial set within this time frame shall be removed and replaced at no additional cost to the Department.

The polyester concrete shall be consolidated and finished using placement equipment as defined herein, or similar approved equivalents, to strike off the polyester concrete to the required grade and cross-section as shown in the Plans.

The polyester polymer concrete shall be placed at a profile necessary to meet the desired grade, cross-section, and minimum thickness as shown in the Plans. Termination edges of the header may require application and finishing by hand trowel due to obstructions such as a curb. If the header is not completed within the work period, including if staged construction is used, proper termination of edges and starting from terminated edges shall be as specified by the System Provider and approved by the Resident. Expansion joints, drains, access hatches or other appurtenances on the deck shall be adequately protected and isolated prior to polyester polymer concrete application as approved by the Resident.

c. Curing.
Cure time is dependent on ambient and substrate temperatures and also initiator/accelerator levels used at the time of mixing. The header shall be allowed to cure sufficiently before being subjected to loads or traffic of any nature that may damage the header. The header shall be protected from moisture until cured to a traffic ready state.

d. Waste Management.

Residual material generated during the header work shall be managed in accordance with relevant and applicable sections of Maine Department of Environmental Protection Solid and Hazardous Waste Regulations. Specific attention shall focus on the proper management of shot blast material, grinding/cutting slurry, residual polyester resin binder and clean-up solvents. These materials cannot be disposed of on site. The Contractor shall submit a waste management plan to the Resident for approval, prior to the removal of waste materials from the site. This plan shall include waste characterization testing required by solid waste management and wastewater treatment facilities, as well as proper storage, transport and disposal methods for the material. The Contractor shall be responsible for all costs associated with waste management, and these costs shall be incidental 520 items.

5. Surface and Thickness Requirements. Variable thickness headers placement may be required to account for variations in substrate profile to meet the desired grade and cross-section as shown in the Plans. Any surfaces which fail to conform to the tolerances defined in Standard Specification Section 502 shall be re-profiled as recommended by the System Provider and approved by the Resident.

If the Resident determines that the minimum thickness has not been attained, an additional layer shall be applied after the header has cured to a traffic ready state in accordance with the "Curing" section of this specification. This layer shall be a minimum of ¼" and shall be applied as recommended by the System Provider and approved by the Resident at no additional cost to the Department.

Any surface defects shall be repaired as recommended by the System Provider and approved by the Resident at no additional cost to the Department. Areas less than 4.0 ft2 shall be ground using a hand grinder. Larger areas and frequency representing more than 20% of the surface shall be ground as recommended by the System Provider and approved by the Resident.

Repair all areas determined by the Resident to be unbonded, uncured, segregated, or damaged at no additional cost to the Department. Surface cracks in sound, bonded polyester polymer concrete header may be filled with properly initiated HMWM primer material.

502.18 Method of Measurement. The following sentence is added:

The polyester polymer concrete headers will not be measured for separately.

502.19 Basis of Payment. The following sentence is added:

Polyester polymer concrete header will be paid as incidental to the 520 Items, which will include all materials, labor, equipment, and incidentals necessary to complete the work including the cost of having the System Provider's representative present as required.

SPECIAL PROVISION SECTION 518
STRUCTURAL CONCRETE REPAIR
(Repairing Granite Curb Joint and Bedding Mortar)

Description: This work shall consist of the removal and replacement of existing deteriorated granite curb joint and granite curb bedding mortar as shown on the plans or as directed by the Resident.

Materials: Mortar shall be an approved epoxy resin mortar, or an approved polymer modified cementitious repair mortar.

Construction Requirements: For structures where the existing wearing surface is removed the Resident will, after the existing wearing surface is removed, designate areas where the existing granite curb joint mortar and the existing granite curb bedding mortar is to be repaired.

In areas designated for granite curb joint mortar repair, the existing granite curb joint mortar shall be removed between curb sections to a minimum depth of 25 mm [1 in] from the face of curb. Any loose mortar shall also be removed. The repair area shall be repointed with new mortar and tooled concave at the face of curb. The mortar shall be proportioned, mixed, applied, and cured in accordance with the Manufacturer's recommendations.

In areas designated for granite curb bedding mortar repair, the existing granite bedding mortar shall be removed under the curb to a minimum depth of 25 mm [1 in] from the face of curb. Any loose mortar shall also be removed. The mortar shall be replaced with new mortar and finished with a 45° bevel at the face of curb. The mortar shall be proportioned, mixed, applied, and cured in accordance with the Manufacturer's recommendations.

Method of Measurement: Repairing Granite Curb Joint and Bedding Mortar will be measured for payment by the linear foot along the face of the curb, horizontally and vertically, complete and accepted.

Basis of Payment: Repairing Granite Curb Joint and Bedding Mortar will be paid for at the contract unit price per linear foot, which will include all materials, labor, equipment, and incidentals necessary to complete the work including removal of existing mortar.

Payment will be made under:

Pay Item		Pay Unit
518.391	Repairing Granite Curb Joint and Bedding Mortar	Linear Foot

SPECIAL PROVISION
SECTION 520
EXPANSION DEVICES
(Bridge Joint Modification - Type 1)

Description: This work shall consist of cleaning the existing joint armor or extrusions and removal and replacement of bridge joint seals, as indicated on the Plans and in accordance with the Special Provisions and Standard Specifications. The joint seals shall be the type indicated on the Plans and shall meet the material, fabrication, and construction requirements of the relevant Standard Specifications.

Joint seal replacements shall be the full width of the bridge deck and extend a minimum of 6" outside the fascia, as shown on the plans.

Materials: The joint seals shall be the type indicated on the Plans and shall meet the material, fabrication, and construction requirements of Section 520 - Expansion Devices - Non-Modular.

Compression Seals and Gland Seals shall be replaced, as indicated on the Plans, using a product from the Department's QPL of *Bridge Compression Seals* and *Bridge Strip Seal Joint Systems*, respectively.

The Contractor shall measure, select, and field verify that the joint seals will properly fit the existing extrusions to remain.

The materials furnished, and equipment and installation procedures used, shall be in strict accordance with the Manufacturer's/supplier's published product data and installation guidelines.

Construction Requirements: The Contractor shall clean the existing joint armor or extrusions to the satisfaction of the Resident Engineer prior to installation of the new seals.

The Contractor shall field measure existing joint openings as required to determine the appropriate replacement joint seal for Bridge Joint Modification Type 1. All seals shall be approved by the Resident before materials are ordered.

The Contractor shall install the joint or joint system according to the Manufacturer's latest written recommendations. The installers are encouraged to have a factory trained lead person(s) onsite during the joint installation, or it's encouraged to have the approved Manufacturer/Supplier provide a qualified technical representative(s) to supervise the Contractor's personnel in the proper methods of installation of the joint system.

Replacement seals shall be installed full width in one piece.

The removal and replacement of bridge joint seals shall be done in a manner that accommodates maintenance of traffic requirements.

Method of Measurement: The Bridge Joint Modification Type 1 shall be measured by each unit, complete in place and accepted for the type(s) identified on the Plans and described in this specification.

Basis of Payment: The accepted quantity of Bridge Joint Modification Type 1 will be paid for at the contract unit price per each. Payment will be full compensation for furnishing and installing all materials, labor, equipment, and incidentals necessary to complete the work, including removing and disposing of the existing materials.

Payment will be made under:

Pay Item		Pay Unit
520.241	Bridge Joint Modification Type 1	Each

SPECIAL PROVISION
SECTION 520 EXPANSION DEVICES
(Bridge Joint Modification - Type 3)

Description: This work shall consist of removal, adjustment, repair, and modification as indicated on the plans and in accordance with the Special Provisions and Standard Specifications. The joint steel, keeper bars, and seals shall be the type indicated on the plans and shall meet the material, fabrication, and construction requirements of the relevant Standard Specifications and Special Provisions.

Concrete deck repairs that extend more than 2 inches below the removal of the header limits shown on the plans, if required, will be measured, and paid under the appropriate 518 pay item. The repair shall be completed per the product's manufacturer's requirements and be from the bottom of the concrete repair to the top of the underside of the PPC header. Concrete repairs that extend less than 2 inches below the header limits shown on the plans will not be measured for payment separately but shall be incidental to the related bridge joint modification pay item.

Materials: Header concrete or pavement removed shall be replaced with Polyester Polymer Concrete meeting the requirements of Special Provision Section 502. All other concrete removed shall be replaced with material meeting the requirements of Special Provision Section 518.

The Seals for bridge joint modifications shall be replaced as indicated on the plans and shall meet the material, fabrication, and construction requirements of Section 520 - Expansion Devices - Non-Modular. Expansion Joints and Seals shall be selected from the appropriate MaineDOT Qualified Product List of Bridge Compression Seals and Gland Seals.

The Contractor shall measure, select, and field verify that the joint seals will properly fit the existing extrusions. Joint seal replacements shall be the full width of the bridge deck and extend a minimum of 6" outside the fascia, as shown on the plans.

Construction Requirements: The removal, adjustment, modification and replacement of bridge joints shall be done in a manner that accommodates maintenance of traffic requirements and shall be coordinated with the paving specified to be completed under this project. When joint steel is to be reused, the joint steel shall be cleaned to the satisfaction of the Resident before reinstallation.

The Contractor shall field measure existing joint openings as required to determine the appropriate replacement joint seal for Bridge Joint Modifications Type 3. All seals shall be approved by the Resident before materials are ordered.

The Contractor shall construct the joint to the dimensions shown on the plans and as approved by the manufacturer.

All transverse reinforcing steel shall be continuous across the length of the joint. The Contractor shall provide approved reinforcing steel coupler bars or lap splices at all construction joints.

No loading shall be placed on new joint concrete until the concrete has reached 80% of the specified design strength.

The Contractor shall install the joint or joint system according to the Manufacturer's latest written recommendations. The installers are encouraged to have a factory trained lead person(s) onsite during the joint installation, or it's encouraged to have the approved Manufacturer/Supplier provide a qualified technical representative(s) to supervise the Contractor's personnel in the proper methods of installation of the joint system.

New or replacement seals shall be installed full width in one piece.

- Bridge Joint Modification Type 3 involves removing the existing pavement, cast-in-place, or elastomeric concrete header on both sides of the joint. Once the header material is removed, the deck concrete shall be removed to 1" below the top mat of the deck reinforcement to provide ample anchorage of the new Polyester Polymer Concrete headers. The limits of the Polyester Polymer Concrete header work shall be the full deck width from face of curb to face of curb. The existing seal will be reused unless otherwise noted on the plans.

Temporary Structures and Approaches: In work zones where the roadway is opened up to traffic during non-work hours the Contractor shall submit a plan for how the roadway surfaces and any unfinished joints will be made acceptable for vehicular traffic. The plan shall be submitted to the Resident at least two weeks prior to intended date of use.

Method of Measurement: Bridge Joint Modification Types 3 will be measured by each unit, complete in place and accepted for the type(s) identified on the plans and described in this specification.

Temporary structures and approaches will not be measured separately but shall be incidental to the relevant Bridge Joint Modification pay item.

Installation and compaction of the hot mix asphalt for the profile grade platform will be measured and paid for under related contract items.

Basis of Payment: The accepted quantity of Bridge Joint Modification Type 3 will be paid for at the contract unit price per each. Payment will be full compensation for furnishing and installing all materials, labor, equipment, and incidentals necessary to complete the work, including removing and disposing of existing pavement, structural concrete, or elastomeric concrete; and adjusting and cleaning existing joint materials.

Traffic control devices used in conjunction with the temporary structures and approaches will be paid in accordance with the applicable Contract Items. Payment will be made under:

Pay Item		Pay Unit
520.243	Bridge Joint Modification Type 3	Each

SPECIAL PROVISION
SECTION 520
EXPANSION DEVICES
(Bridge Joint Modification - Type 5A)

Description: This work shall consist of removal of the existing joint, fabrication, and delivery of the new bridge joints, as indicated on the plans, and in accordance with the Special Provisions and Standard Specifications. The joint and seals shall meet the material and fabrication requirements of the relevant Standard Specifications and Special Provisions.

Unless otherwise defined on the plans, joint replacements shall be the full width of the bridge, including curbs on the deck side of the joint and face of curb to face of curb on the backwall side.

Concrete deck repairs that extend more than 2 inches below the removal of the header limits on the deck side shown on the plans, if required, will be measured, and paid under the appropriate 518 pay item. The repair shall be completed per the product's manufacturer's requirements and be from the bottom of the concrete repair to the top of the underside of the PPC header. Concrete repairs that extend less than 2 inches below the header limits shown on the plans will not be measured for payment separately but shall be incidental to the related bridge joint modification pay item.

Materials: Header concrete or pavement removed shall be replaced with Polyester Polymer Concrete meeting the requirements of Special Provision Section 502. All other concrete removed shall be replaced with material meeting the requirements of Special Provision Section 518.

The joints and seals, as required, shall meet the material fabrication requirements of Section 520 - Expansion Devices - Non-Modular. Expansion joints and seals shall be selected from the appropriate MaineDOT Qualified Product List of Bridge Compression Seals and Gland Seals.

The materials furnished, and equipment and installation procedures used, shall be in strict accordance with the manufacturer's/supplier's published product data and installation guidelines.

Construction Requirements: The Contractor shall measure, select, and field verify that the joint steel and seal will properly fit the existing bridge geometry. All joint armor, joint extrusions, gland seals, and compression seals shall be approved by the Resident before materials are ordered.

Shop drawings shall be submitted for approval for all replacement joints and joint systems.

No loading shall be placed on new joint concrete until the concrete has reached 80% of the specified design strength and is tack free.

Construction joints in the joint armor or the steel extrusions shall be fully welded at each construction joint required by phasing, and at all tie-ins to the existing joint armor and steel extrusion.

The appropriately sized new compression seal or gland seal and new gland seal extrusions shall be from the MaineDOT Qualified Products List. New or replacement seals shall be installed full width in one piece when practical. If the seal cannot be reasonably installed in one piece, splicing shall be per manufacturer recommendations and completed at the crown of the road or at the centerline if there is no crown.

- Bridge Joint Modification Types 5A involve removing and replacing the existing pavement and cast-in-place or elastomeric concrete header. After removal of the existing header, the remaining existing concrete shall be roughened to a ½" minimum amplitude before placing the new concrete header. Removing and replacing the top of the backwall, up to 2-feet of depth shall be assumed, unless sound concrete at a lesser depth is encountered, as approved by the Resident. If the backwall repair goes below 2-feet, as directed by the Resident, payment for additional depth will be made through applicable repair and hourly items. The Contractor shall clean the existing joint armor and/or extrusions and reuse or replace as specified in the plans. New ½"x1"x1'-0" keeper bars shall be welded on the joint armor for compression seals. Remove and replace the existing seal, in kind, carrying it through the curbs, as noted on the plans. The limits of the header and backwall concrete work shall be the full deck width from face of curb to face of curb.

- Where applicable, the Contractor shall cut a neat line for the substrate block-out per the dimensions indicated on the plans and standard details. The Contractor shall sand blast the substrate, blow it clean with dry oil-free compressed air, and thoroughly dry the substrate prior to placing joint material. Care shall be taken where reinforcing steel is uncovered not to damage the steel or its bond to the surrounding concrete. All existing reinforcing steel exposed by the joint and concrete removal shall be cleaned by sandblasting, or by other means approved by the Resident. Prior to casting the new concrete, the Contractor shall apply a concrete bonding agent from the Department's Qualified Products List. Bonding grout meeting the requirements of Standard Specifications Subsection 518.02 may be substituted with the approval of the Resident.

Temporary Structures and Approaches: In work zones where the roadway is opened up to traffic during non-work hours the Contractor shall submit a plan for how the roadway surfaces and any unfinished joints will be made acceptable for vehicular traffic. The plan shall be submitted to the Resident at least two weeks prior to intended date of use.

Method of Measurement: Bridge Joint Modification Type 5A will be measured by each unit, complete in place and accepted for the type(s) identified on the plans and described in this specification.

Temporary structures and approaches will not be measured separately but shall be incidental to the relevant Bridge Joint Modification pay item.

Basis of Payment: The accepted quantity of Bridge Joint Modification Type 5A will be paid for at the contract unit price per each. Payment will be full compensation for fabricating, furnishing, and installing all materials, labor, equipment, and incidentals necessary to complete the work, including removing and disposing of existing joint steel, pavement, and structural or elastomeric concrete.

Traffic control devices used in conjunction with the temporary structures and approaches will be paid in accordance with the applicable contract items.

Payment will be made under:

Pay Item		Pay Unit
520.245	Bridge Joint Modification Type 5	Each

SPECIAL PROVISION
SECTION 606
MASH Test Level 3 MATT (Median Attenuating TREND Terminal)

Description: This work shall consist of furnishing and installing a sacrificial crash cushion. The crash cushion shall be a MASH compliant, Test Level 3 MATT (Median Attenuating TREND Terminal) in accordance with these specifications at locations shown on the Plans or as directed by the Resident.

Materials: The sacrificial crash cushion shall comply with MASH Test Level 3 requirements and meet Federal Highway Administration eligibility requirements for reimbursement under the Federal-aid highway program. The MATT is the only MASH compliant sacrificial crash cushion to meet these requirements.

Installation: A set of installation drawings shall be submitted to the Resident for the system installed. The system shall be installed according to the manufacturer's installation drawings and recommendations.

Method of Measurement: Crash cushions shall be measured by each unit, complete, in place, and accepted.

Basis of Payment: The accepted quantity of crash cushions shall be paid for at the contract unit price, such payment being full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Unit
606.93	Sacrificial Crash Cushion	Each

SPECIAL PROVISION
SECTION - 627
GROOVING FOR PAVEMENT MARKING

627.30 Description

This work shall consist of furnishing and installing a groove in the pavement for placement of pavement markings as shown on the Plans or as directed by the Resident.

627.30.1 Construction Requirements

Prior to grooving any recessed lines, the Contractor shall layout the proposed pavement markings on the surface course with a chalk line or other suitable method so that the Resident can inspect the locations. Once the Resident has inspected and approved the proposed striping layout, the grooves for the proposed pavement markings may be ground. No pavement grooving shall be done without the prior approval of the Resident.

The Contractor shall use gang stacked diamond tipped cutting blades that will produce a smooth texture at the bottom of the groove that will be a flat, uniform texture with minimal variation in height so that the rise in the finished groove between each bottom of the cutting blade does not exceed 10 mils in depth. The acceptability of the surface texture will be decided by the Resident and/or Manufacturer's Technical Representative.

The final depth of the groove shall be 105 mils ± 5 mils for paint applications, the final depth of groove shall be 125 mils ± 5 mils for any tape application. The width of the groove shall be one (1) ± ¼ inch wider than the width of the painted lines indicated in the Contract or as directed by the Resident. A two (2) inch offset from the edge of the recessed groove to the longitudinal surface course pavement joint is desirable. Lengths of grooves shall be determined in the Contract. Depth plates shall be provided by the contractor to assure that desired groove depth is achieved.

Grooves shall be clean, dry with no visible moisture, free of laitance, oil, dirt, grease, paint or other foreign contaminants. Prior to the installation of the pavement marking the grooves shall be air blasted to remove any remaining dirt and residue. The Contractor shall prevent traffic from traversing and damaging the grooves and re-groove or re-clean grooves as necessary prior to application of any pavement markings. All debris resulting from the installation of the grooves shall be removed and disposed of by the contractor.

All grooved locations shall be constructed in accordance with this specification and any additional manufacturer's recommended procedures.

627.30.2 Method of Measurement

The quantity of grooving for markings measured for payment will be the number of Square Feet (ft^2) as shown in the Schedule of Items in the Contract. Additional measurement will not be made except for authorized changes during construction or where significant errors are found in the contract quantity. The revision or correction in quantity will be measured, computed and added to or deducted from the contract quantity. When required, grooves will be measured separately and made to the nearest square foot.

When grooving is used for sections of broken lines for acceleration/deceleration, auxiliary lanes and passing zones the length measured for payment shall include only the grooved areas. Breaks or gaps will not be included in the length measured for payment.

627.30.3 Basis of Payment

The accepted quantity of grooving will be paid for at the contract unit price per each of the pay items included in the contract. Payment will be considered full compensation for all labor, equipment, necessary material to complete the described work, including cleaning, loading, hauling, stockpiling and disposal of material; and any other incidental items.

Pay Item		Pay Unit
627.30	Grooving for Pavement Marking	Square Foot (ft^2)

SPECIAL PROVISION
SECTION 627
PAVEMENT MARKINGS
(Removable Pavement Marking Tape)

The provisions of Section 627 of the Standard Specifications shall apply with the following additions and modifications.

627.01 Description.

Preformed removable pavement marking tape shall be applied at all temporary pavement marking locations on the I-295 Northbound and Southbound barrel where existing pavement is not called out to be replaced in this contract. Mechanical applications shall be suitable for all markings. Manual applications shall normally be used for transverse lines, symbols, and legends. Follow manufacturer's recommendations for equipment operation and maintenance, and product application.

Preformed pavement marking tape shall be stored and applied as directed by the manufacturer, including for cold weather/cold pavement application. The Contractor shall provide a copy of the manufacturer's storage and application recommendations and the manufacturer's certificate of compliance to the Resident upon delivery of the material to the Project. The certificate shall include the process, batch, or lot number(s) and corresponding date(s) of manufacture.

627.02 Materials.

Temporary Pavement Tape. Removable pavement marking tape shall consist of polymeric backing materials with a retroreflective surface. The Contractor shall ensure that the underside of the tape is pre-coated with a pressure-sensitive adhesive to bond the tape to the roadway surface and is capable of withstanding traffic immediately after installation and for the duration of the intended service. The Contractor shall use a primer only if recommended by the manufacturer.

Tape shall be capable of being removed manually, intact or in large pieces, without the use of solvents, burning, grinding, or blasting. Tape shall be removed without damage to the underlying pavement surface.

Tape shall have a minimum skid resistance of 35 British Petroleum Number (BPN) when tested according to ASTM E303. The Contractor shall not use lead-based pigment in traffic tape. Removable Pavement Marking Tape shall conform to the requirements specified in the table below:

Requirements for Removable (Temporary) Pavement Marking Tape		
Property	White	Yellow
Minimum Specific Luminance (mcd/sq fc candelas) ASTM 4581[1]	500	300
Minimum Tensile Stress (psi)[2] ASTM D538	4D	4D
FED-STD-595B Color Chip Number	3777B	3353B

Material shall be delivered to the Project in original containers. Each container shall be clearly marked to indicate the color of the material, a specific description of the contents, and the process batch or lot numbers.

Material found to be discolored or damaged in any way or material manufactured more than one year prior to installation shall not be used.

627.09 Method of Measurement.

Removable Pavement Marking Tape lines of the type width and color specified will be measured by the linear foot, to the nearest whole foot of length of markings applied, maintained, and removed. Pavement marking tape applied to repair or replace pavement marking tape that did not survive the intended service life of the marking will not be measured but will be considered incidental to the cost of the tape.

627.10 Basis of Payment.

The accepted quantities of Removable Pavement Marking Tape will be paid for at the Contract unit price per linear foot. Separate payment will not be made for the reapplication or removal of tape.

Any application of Removable Pavement Marking Tape used in locations outside of the existing pavement along the I-95 Northbound barrel will be paid for at the contract price for Item 627.781 Temporary 6” Painted Pavement Marking Line, White or Yellow.

Payment will be made under:

Pay Item		Pay Unit
627.51	6 Inch Temporary Pavement Tape, Yellow or White	Linear Foot

[1] Use an entrance angle of 88.76’ and an observation angle of 1.05”
[2] Perform tensile stress testing with a testing speed of 6 inches per minute

SPECIAL PROVISION
SECTION 627- PAVEMENT MARKINGS
POLYUREA PAVEMENT MARKING

627.01 Description This work shall consist of furnishing and placing reflectorized pavement lines and markings, removing pavement lines and markings, and furnishing and applying reflectorized paint to curbing in reasonably close conformity with the Plans and as designated. The liquid marking material shall be applied by spray method onto asphalt cement concrete and Portland cement concrete surfaces. Following an application of retroreflective optics, and upon curing, the resulting marking shall be an adherent reflectorized stripe during dry and wet conditions of the specified thickness and width that is capable of resisting deformation by traffic.

Work under these items shall consist of the furnishing and installation of white and lead-free yellow polyurea reflectorized pavement markings (including edge lines, center lines, skip lines, cross walks, stop bars and symbols) on all pavement surfaces noted on the Plans.

627.02 Materials Polyurea Material shall conform to the following requirements:
The Contractor shall use a polyurea paint that is classified as **very fast curing polyurea traffic paint** (no-track times < 10 minutes). The polyurea paint used shall be listed on the Department's Qualified Products List (QPL) or approved equal.

At least one component shall be composed of secondary amines, pigments and fillers as needed to meet performance requirements of this specification.

These films shall be manufactured without the use of lead chromate pigments or other similar, lead-containing chemicals.

The white polyurea shall contain not less than 13% by weight rutile titanium dioxide pigment to ensure adequate opacity, hiding power and reflective properties.

The reflective media must include a first drop of 3M CR AW 90 Series elements and second drop of Swarco 18/50 beads (former Utah Performance) bead blend based on manufacturers recommended drop rates. Theses beads and elements shall be for drop-on application applied simultaneously with paint by pressurized or mechanical means.

627.03 General The pavement markings shall be applied in accordance with the Manual on Uniform Traffic Control Devices.

Longitudinal lines placed on tangent roadway segments shall be straight and true. Longitudinal lines placed on curves shall be continuous smoothly curved lines consistent with the roadway alignment. All pavement markings placed shall meet the tolerance limits shown on the Plans. Broken lines shall consist of alternate 10- foot painted line segments and 30 -foot gaps on non-Interstate or expressway. Broken lines on Interstate and expressway shall consist of alternate 15-foot painted line segments and 25- foot gaps.

Newly painted lines shall be protected from traffic using cones, stationary vehicles or other approved methods until the paint is dry.

627.02.1 Polyurea Marking Polyurea Marking equipment shall be certified by the manufacturer as suitable for the application of the polyurea and reflective media. The striping equipment shall bear a decal identifying it as manufacturer certified.

At any time throughout the duration of the project, the Contractor shall provide free access to his application equipment for inspection by the Resident, his authorized representative, or the materials representative.

627.04 Polyurea Performance Requirements The Polyurea marking material shall consist of white and yellow films with pigments selected and blended to conform to standard highway colors.

The mixed polyurea compound, both white and yellow, when applied to a 144 in^2 aluminum panel at 15±3 mil in thickness with no glass beads and exposed for 500 hours in a Q.U.V. Environmental Testing Chamber, as described in ASTM G-154, Cycle #1, shall conform to the following minimum requirements. The color of the white polyurea system shall not be darker than Federal Standard No. 595A-17778. The color of the yellow polyurea system shall be reasonably close to Federal Standard No. 595A-13538.

The surface of the retroreflective marking shall provide an initial average skid resistance value of 45 BPN when tested according to ASTM E303.

When tested in accordance with ASTM D-711 the polyurea marking material shall reach a track-free condition in 7 minutes or less at 15 mils with no retroreflective material.

When installed at 77º F, at a wet film thickness of 22±1 mils and reflectorized with glass beads, the polyurea markings shall reach a no-track condition in less than 6 minutes. Dry to "no-tracking" shall be considered as the condition where no visual deposition of the polyurea marking to the pavement surface is observed when viewed from a distance of 50 feet, after a traveling vehicle's tires have passed over the line.

The polyurea pavement marking materials, when tested according to ACI Method 503, shall demonstrate 100% concrete failure in the performance of this test. The prepared specimens shall be conditioned at room temperature (75º ± 2º F) for a minimum of 24 hours and maximum of 72 hours prior to the performance of the tests indicated.

The polyurea pavement marking materials, when tested according to ACI Method 503, shall demonstrate 100% asphalt failure in the performance of this test. The prepared specimens shall be conditioned at room temperature (75º ± 2º F) for a minimum of 24 hours and maximum of 72 hours prior to the performance of the tests indicated.

The material shall have a minimum Shore D Hardness of between 70 and 100 when tested in accordance with ASTM D 2240.

The material shall have a maximum abrasion resistance of 150 mg at 15 ± 1 mil (0.375 ± 0.025 mm) when tested in accordance with ASTM D-4060 (formally ASTM C 501).

The Contractor shall furnish a certificate of compliance showing the Polyurea material conforms to all requirements of this specification.

627.05 Preparation of Surface At the time of Polyurea application all pavement surfaces shall be grooved to create a recess for the paint that shall be in accordance with specification 627.30 Grooving for Pavement Markings in addition any polyurea manufacturer's recommended procedures. The acceptability of the surface texture will be decided by the Resident and/or Manufacturer's Technical Representative prior to application.

The pavement surface temperature and the ambient temperature shall be above 32º F at the time of application. The Resident shall determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

627.06 Application All work shall be done in accordance with the Material Suppliers specifications and the following:

1. The polyurea binder shall be applied at rates to achieve a minimum uniform wet thickness of 25±2 mils.

2. Marking Performance: The typical dry average initial retro reflectance of the markings shall be 600 [(mcd(ft-2)(fc-1] for white and 400 [(mcd(ft-2)(fc-1] for yellow per ASTM E1710. The typical wet average initial retro reflectance of the markings shall be 375 [(mcd(ft-2)(fc-1] for white and 275 [(mcd(ft-2)(fc-1] for yellow per ASTM E2177.

The average initial retro reflectance shall be determined according to the measurement and sampling procedures outlined in ASTM D 6359, using a 30 meter retro reflectometer. The 30 meter retro reflectometer shall measure the coefficient of retroreflected luminance, RL, at an observation angle of 1.05 degrees and an entrance angle of 88.76 degrees. RL shall be expressed in units of millicandelas per square foot per foot-candle [(mcd(ft-2)(fc-1]. The metric equivalent shall be expressed in units of millicandelas per square yard per lux [mcd(m-2)(lux-1].

627.07 Installation The Contractor shall provide equipment containing a Data Logging System (DLS) for long line paint striping trucks. No separate or additional payment will be made for the use of DLS. The costs to furnish and operate the DLS, all manufacturer representation, labor, equipment, reports, documentation, and materials necessary for striping operations will not be paid for directly, but will be considered incidental to items 627.734, 627.745 and 627.751. The DLS details and specification requirements are found in appendix A of this special provision.

The Department will measure initial performance of the pavement markings within fourteen (14) days after application. Measurements shall also be made six (6) and twelve (12) months after application for data purposes only.

627.09 Removing Lines and Markings When it is necessary to remove pavement lines and markings, it shall be done by high pressure water, sand blasting, or other acceptable means approved by the Department. The method chosen must be capable of completely eradicating the existing line or marking without damage to the pavement. Burning or the use of solvents is not permitted.

627.10 Method of Measurement The quantity of permanent pavement marking lines measured for payment will be the number of feet measured in place and accepted.

Polyurea Pavement Marking Lines (Recessed) shall be measured by the linear foot. Double yellow centerline, broken or solid, will be considered one line for measurement purposes. Any broken or dotted white lines measurement will not include the gaps. All other pavement markings will be measured by the square foot for work completed in accordance with the contract. The Data Logging System (DLS) shall be made part of the unit price in the contract.

627.11 Basis of Payment The accepted quantity of permanent pavement marking lines will be paid for at the contract unit price per foot. No adjustment will be made to the quantity for payment, except as described under Method of Measurement above. All other permanent pavement markings will be paid for at the contract unit price per square foot.

Payment will be made under:

Pay Item		Pay Unit
627.734	4” White or Yellow Polyurea Pavement Marking Line (Recessed)	Linear Foot
627.745	6” White or Yellow Polyurea Pavement Marking Line (Recessed)	Linear Foot
627.751	White or Yellow Polyurea Pavement Markings (Recessed)	Square Foot

Appendix A

Description: This work shall consist of providing equipment containing a Data Logging System (DLS) for long line paint striping trucks. No separate or additional payment will be made for the use of DLS. The costs to furnish and operate the DLS, all manufacturer representation, labor, equipment, reports, documentation, and materials necessary for striping operations will not be paid for directly, but will be considered incidental to items 627.734, 627.745 and 627.751.

Equipment and System Requirements: Long line paint striping trucks for this project shall be equipped with a DLS that meets the following requirements:
(1) Measuring and recording the application vehicle speed to the nearest 0.1 mile per hour (mph).
(2) Measuring and recording the weight in pounds (lbs) and/or volume in gallons (gals) of binder. Measurement shall be made with a positive displacement pump mechanism, a flow meter, or load cells under the material tanks.
(3) Measuring and recording the weight in pounds of reflective glass beads or elements used. Measurement shall be made with load cells under the bead or element tanks.
(4) Measuring and recording the pavement surface temperature (Degrees F).
(5) Measuring and recording the air temperature (Degrees F).
(6) Measuring and recording the dew point (Degrees F).
(7) Measuring and recording the humidity (Percent).
(8) Calculating and recording the average material application rates and film thicknesses over each segment painted.
(9) Providing the Project WIN, town name, with the beginning and ending reference points rounded to the nearest thousandth of a mile, the beginning and ending coordinates determined by a Global Positioning System receiver with an accuracy of 16 feet, and the direction of travel in terms of increasing or decreasing reference points.
(10) Providing cellular capabilities for field data transport to website.
(11) Providing a GPS mapping system that is capable of real time (within 20 minutes) tracking of material application rates, film thickness, bead pounds per gallon, vehicle speed, time, date, project numbers, operator manual data, and color coded alarms for film thickness. Film thickness alarms shall have a tolerance of ±0.5 mils.

Documentation and Reporting Requirements: The system must record and report the average material application rates for paint and beads with each application. Each road (segment) will be calculated over an entire control section (CS) in increments of 5 miles. When the CS is less than 5 miles long, it will be evaluated over its entire length and considered a segment. Control sections greater than 5 miles long will be broken into 5 mile segments, (e.g. a CS that is 20 miles long would have four 5 mile long segments, a CS that is 17 miles long would have three 5 mile long segments and one 2 mile long segment). At the beginning and end of each CS, the Contractor shall ensure that the material is settled in the tanks prior to logging the system information.

The DLS system shall store data and export to the Resident or Department designee on a daily basis. The data shall be in Microsoft Excel format, containing data identified below. Two versions of the DLS Report are contained in each Excel file: DLS Short Report and DLS Full Report, which are on separate sheet tabs. The DLS Short Report is an abbreviated format containing only critical application information which can be easily printed on 8.5 x 11 paper. DLS Full Reports contain all project application and environmental data.

The DLS reports shall include the following information:
(1) Date and beginning and ending time of application.
(2) Vendor and product (binder and reflective material).
(3) Lot numbers of product used.
(4) Specific weight of binder lots used in pounds per gallon (lbs/gal).
(5) Striping Contractor.
(6) Designation of the marking being applied (LEL = Left Edge Line, REL = Right Edge Line, CL = Centerline, LL = Lane Line).
(7) Width of marking being applied.
(8) Application vehicle speed to the nearest 0.1 mph.
(9) Weight in pounds or volume in gallons of binder used by color, measured per the requirements in Subsection 2.(a)(2) of this special provision.
(10) Weight in pounds of reflective glass beads or elements used, measured per the requirements in Subsection 2.(a)(3) of this special provision.
(11) Pavement surface temperature (Degrees F).
(12) Air temperature (Degrees F).
(13) Dew point (Degrees F).
(14) Humidity (Percent).
(15) Average material application rates and film thicknesses over each segment painted.
(16) Total linear feet painted for each segment, broken down by line color and width (e.g. total 4” yellow in segment, total 6” white in segment, etc.).
(17) The highway number, highway name, and town name, with the beginning and ending reference points rounded to the nearest thousandth of a mile, the beginning. and ending coordinates determined by a Global Positioning System receiver to an accuracy of 16 feet, and the direction of travel in terms of increasing or decreasing reference points.

The DLS reports shall be available to the Resident within 24 hours of the striping work and will be submitted to the Resident or designated field personnel for inclusion with project documentation records. The electronic records shall be produced in their final form prior to the records being removed from the pavement marking equipment.

Paint Application: The Department may randomly perform field verifications of the DLS operation and calibration at any time to ensure the accuracy of the DLS printouts. If the Resident or Department designee believe that the DLS printouts are not accurate, then additional checks may be performed. The DLS shall be operational, calibrated and in use during all pavement marking operations. Data shall be collected for any non-handwork longitudinal pavement marking application of 300 feet (drive length) or greater.

The Contractor shall provide the resident with the DLS manufacturer's recommendations for equipment calibration frequency and provide certification that the equipment meets the manufacturer's recommended calibration. Every DLS shall be calibrated annually, prior to being used. A signed DLS calibration sticker shall be present in the driver's door and shall carry a date from the current calendar year.

In the event the DLS equipment fails, the Contractor shall notify the Resident of DLS failure before proceeding with any paint application. The Department will allow the completion of work for the individual day of a DLS failure. The Contractor shall document the application and material usage quantities from the time of the DLS failure and make calculations to determine the gallons of binder per mile and pounds of beads per mile.

SPECIAL PROVISION
SECTION 631
EQUIPMENT RENTAL
(Welding Machine (including operator))

In section 631.01 of the Standard Specification under Description, the following paragraph is added:

This work consists of providing a welding machine (220V generator/welder, minimum 20 HP) and an AWS D5.1 certified operator along with all necessary equipment to cut, grind, weld, and fabricate structural and miscellaneous steel.

The work undertaken under this equipment rental item includes heat straightening bent joint armor, joint armor repairs, welding shear studs, and other metal work requested by the Resident.

631.08 Basis of Payment The following pay item is added:

Pay Item		Pay Unit
631.112	Welding Machine (including operator)	Hour

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing for the work on the Interstate shall include the following signs

Road Work 3 Miles	Road Work 500 Feet
Road Work 2 Miles	Road Work Next x Miles
Road Work 1 Mile	End Road Work

Work Areas Interstate. At the work sites, signs, flashing arrow boards and channeling devices as shown on the Work Zone Signing details shall be used as directed by the Resident.

Signs Include:
Right or Left Lane Closed 2 Miles
Lane Ends 1 mile Merge Right or Left Now
Right or Left Lane Closed 1/2 Mile
Speed Limit 55*** [1] (Existing speed limit signs will be covered when in use)
Speed Limit 45*** [1] (Existing speed limit signs will be covered when in use)
Fines Doubled*
Work Zone [1]
Do Not Pass*
Right/Left Merge Symbol (W 4-2)
End Work Zone [1]
Resume Speed
Exit (green with white legend and border)
Road Work Ahead [1]
Merging Traffic Symbol (At on-ramp in right lane closure)
Stop Ahead (At on-ramp in right lane closure)
Single Lane Ahead (At on-ramp in left lane closure)
Stop (At on-ramp in right lane closure)
Directional Arrows (At on-ramp in right lane closure)
Detour
End Detour
Bump
Trucks Entering
Stay In Lane*
Left Turning Trucks with 500 Feet Advisory Plate
Flagger Sign
Grooved Pavement
Caution Rumble Strip
Uneven Lanes
Motorcycles Use Caution

* White with black legend and border
[1] In addition to work zone package these signs will also be required at the end of any on ramps that are within the lane closure

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

General Requirements-Interstate.

The Contractor shall provide a minimum traveled way width of 14 feet through an expressway lane closure.

Lane closures shall not be set up until work in the area is to be performed and must be removed when no work is being performed. **See Special Provision 105 and 107.**

Lane closures shall be separated by at least 2 miles.

All construction work shall be confined to the lane closed to traffic.

Slow moving construction equipment may travel the closed lane for short distances, **ALL** vehicles shall be orientated with the flow of traffic unless otherwise authorized by the Resident.

Any vehicle using LED Lights shall have them angled as to not to impeded or disrupt normal traffic flow at any time as determined by the Resident. Vehicles unable to manipulate these devices shall be removed from the project immediately.

All trucking shall be done in the lane open to traffic.

No equipment or vehicles of the Contractor, his Subcontractor or employees engaged in work on this contract, shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time.

The Contractor shall keep all paved areas of the roadway as clear as possible at all times. The Contractor's personnel and equipment shall avoid crossing traffic lanes whenever possible. "Road Work Ahead" signs shall be used on roads adjacent to the interstate when the Contractor is working on or near an on-ramp or when the on-ramp enters a lane closure area.

All temporary pavement marking lines or markers will be paid under Item 627.781 Temporary 6 Inch Painted Pavement Marking Line, White or Yellow or Item 627.78 Temporary 4 Inch Painted Pavement Marking Line, White or Yellow. TOM's will not be permitted.

12:1 paved tapers constructed of Hot Mix Asphalt shall be placed at all ramps immediately following milling and paving. Millings shall not be used.

The Contractor and employees shall conduct all work in a safe and professional manner as it relates to the traveling public (i.e. not adversely disrupting the flow of traffic in an unsafe manner when exiting or entering a lane closure or crossover, negative verbal or physical gestures).

The intent is that attenuator vehicles are to be used at all stationary operations and under most circumstances. They shall be rated for highway speeds. They shall be used in accordance with manufacturers' recommendations. The use of these vehicles shall be written into the contractor's traffic control plan. The cost for these vehicles shall be considered incidental to the traffic control plan. An example would be culvert work or guardrail replacement. Maximum distance between operations and attenuator vehicles will be 500'. Attenuators shall be present at the beginning of paving and milling operations. The cost for these vehicles shall be considered incidental to Item 652.36.

Item 652.47 Temporary Portable Rumble Strips shall be deployed during approach sign set up.

Channelization. Channelization devices shall include the following:

Flashing Arrow Boards
Vertical Panel Markers
Drums **(To be used in tapers and as directed by the Resident.)**
Cones **(In lane closures, the contractor shall place 3 drums across a closed lane every 1500'.)**

Channelization devices shall be installed and maintained at the spacing determined by the MUTCD to delineate travel lanes through the project. Vertical Panel markers shall be placed 2 feet from the outside edge of the shoulder on the passing lane at 600 feet intervals when the travel lane is closed in overnight lane closures. The vertical panel marker size shall be 12 inches x 36 inches. The bottom of these panels shall be 4' from the ground below. When directed by the Engineer, drums or other channelization devices shall be placed in the closed lane at a maximum spacing of 2 x speed limit.

Temporary Centerline or Edge Line. A temporary painted centerline and edge line shall be marked each day on all milled surfaces or new pavement to be used by traffic. The temporary line shall conform to the standard marking patterns used for permanent markings and will be paid for under Section 627. Failure to apply a temporary line daily will result in suspension of milling or paving until temporary markings are applied to all previously milled surfaces or placed pavement. In the event of inclement weather that would prevent markings to be applied, MaineDOT will determine the procedure to be followed and whether additional pavement may be removed or placed based upon safety, traffic volumes and patterns.

Item 627.30 Grooving for Pavement Markings must have a temporary painted centerline and edge line applied within according to the following guidelines:

One line grooved	48 hours of grooving
Two or more lines grooved	24 hours of grooving

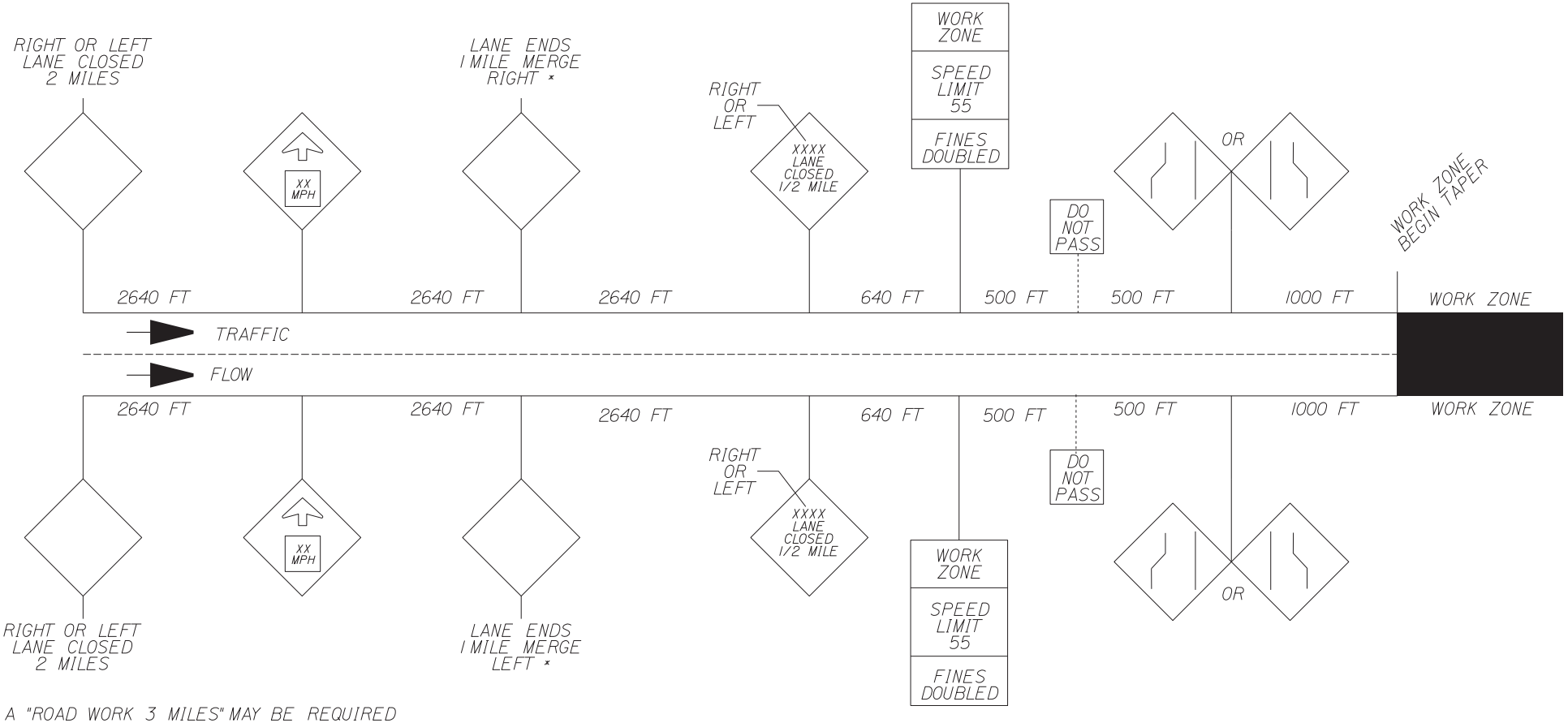
Under no circumstances shall this time span over a weekend or a no work period. Failure to comply with this will result in a traffic control violation until such line has been marked.

Roadside Recovery Area. The Contractor shall not store material nor park equipment within 15 feet of the edge of the established travel lanes.

No long term storage of equipment or material will be allowed within 30 feet of the edge of the established travel lanes. Short term storage of equipment or material less than 30 feet from the edge of the established travel lanes must be approved by the Department and shall be clearly marked by **drums and cones**. Short term storage shall be defined as less than 12 hours. No equipment or material will be allowed within 30 feet of the edge of the established travel lanes at night.

Speed Limits in Work Zones. The Contractor shall sign all approved reduced speed limits on construction project according to APM #431 - A Policy on the Establishment of Speed Limits in Work Zones.

WORK ZONE SIGNING



A "ROAD WORK 3 MILES" MAY BE REQUIRED

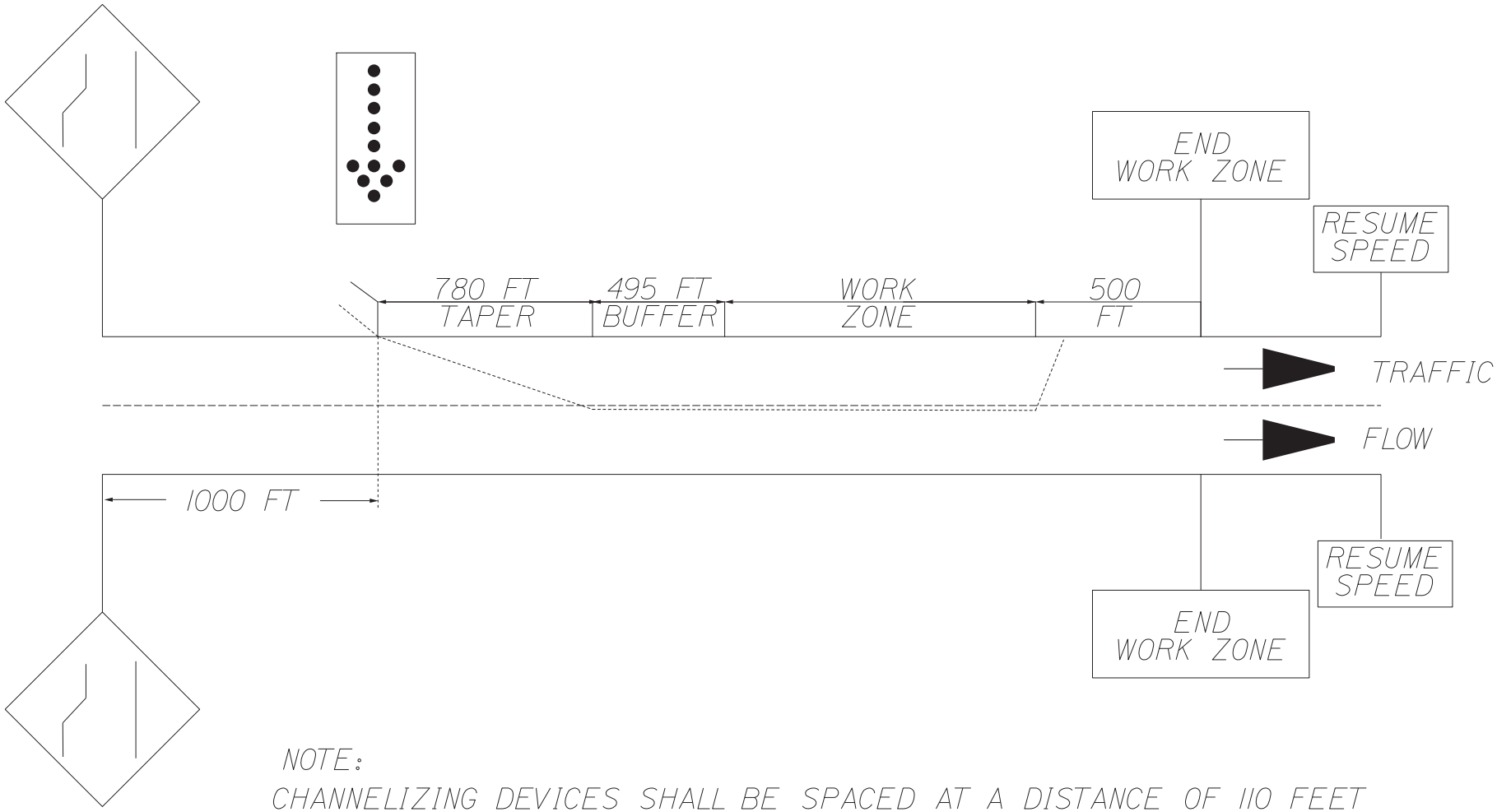
AT THE DEPARTMENTS OPTION

* LANE ENDS 1 MILE MERGE RIGHT OR LEFT SIGNS SHALL ONLY BE PLACED ON SIDE OF ROAD THAT NEEDS TO MERGE

NOT TO SCALE

MAINTENANCE OF TRAFFIC INTERSTATE SYSTEM		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	SHEET NUMBER 1 OF 4
TYPICAL SECTIONS	REVISED DECEMBER 28, 2021	SECTION 652 HIGHWAY PLANS	

WORK ZONE



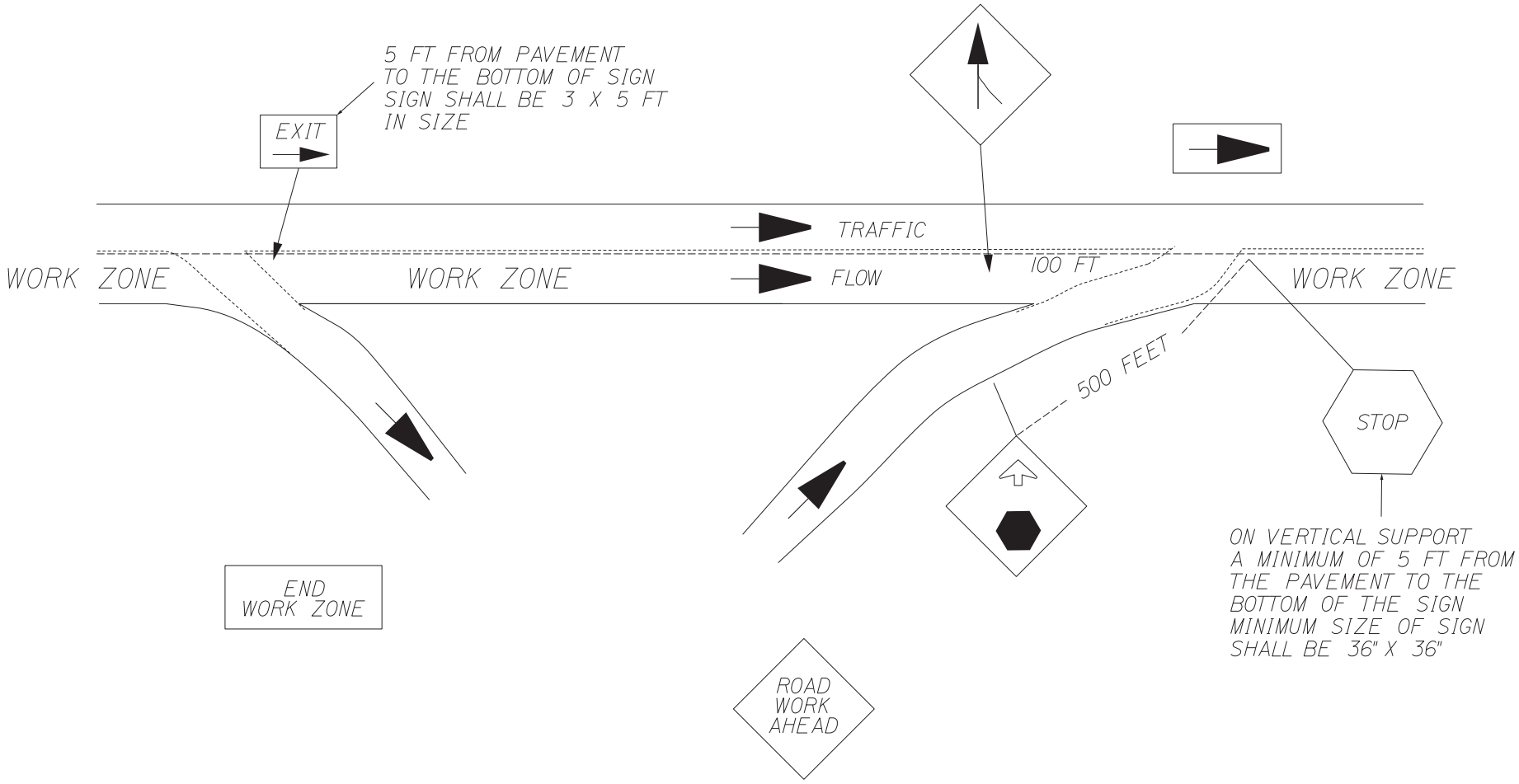
NOTE:

CHANNELIZING DEVICES SHALL BE SPACED AT A DISTANCE OF 110 FEET APART WITH 3 DEVICES ACROSS THE CLOSED LANE EVERY 1500 FEET. DEVICES IN THE TAPER SHALL BE SPACED AT 55 FEET APART.

NOT TO SCALE

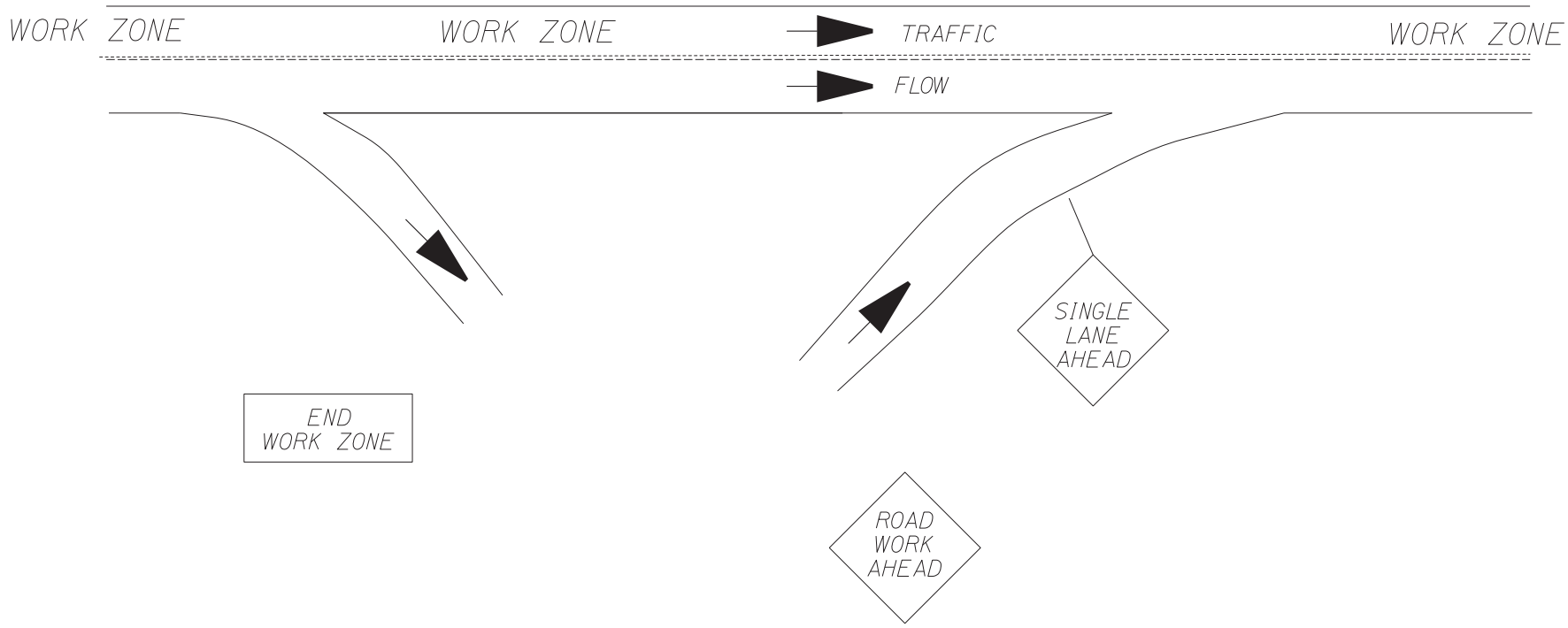
MAINTENANCE OF TRAFFIC INTERSTATE SYSTEM TYPICAL SECTIONS	REVISED DECEMBER 28, 2021	STATE OF MAINE DEPARTMENT OF TRANSPORTATION **SECTION 652** HIGHWAY PLANS	SHEET NUMBER 2 OF 4

RAMPS - RIGHT LANE CLOSED



NOT TO SCALE

RAMPS - LEFT LANE CLOSED



NOT TO SCALE

MAINTENANCE OF TRAFFIC
INTERSTATE SYSTEM
TYPICAL SECTIONS

REVISED DECEMBER 28, 2021

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
SECTION 652 HIGHWAY PLANS

SHEET NUMBER
4 OF 4

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 XXXX[1].
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

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

Unless otherwise defined in Special Provision 105/107 or submitted and approved in the Traffic Control Plan, the following shall apply:

- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving, milling, and crack seal/repair work areas.
- Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1 mile of two-way operation.

Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

[1] "Road Work Ahead" to be used in short duration operations and "Road Work xx feet" to be used in stationary operations as directed by the Resident.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Smart Work Zone System
Automated end of queue warning system

652.1 Description This work shall consist of furnishing, installing, operating, servicing, maintaining, relocating, and removing an automated end of queue warning system, known as a Smart Work Zone System (SWZS). This work will be in place for duration of the Project.

SWZ systems will be classified in two distinct uses:

Type 1 will be a temporary automated end of queue warning system used when the expected traffic queue length is 3 miles or less.

Type 2 will be a temporary automated end of queue warning system used when the expected traffic queue length is 7 miles or less.

652.1.1 Smart Work Zone Submittals

The Contractor shall submit to the Resident for approval which shall detail the SWZS system, including the following information:

The Contractor shall identify the supplier of the SWZS, which has successfully completed at least five (5) smart work zone projects similar in concept and scope to the proposed system in the past five (5) years.

The proposed supplier shall also provide the credentials of a qualified technician who shall install, operate and train Contractor's personal on the use of the system.

The Contractor shall include names, addresses, and telephone numbers of the similar project's owner's representatives for verification.

The submittal for the SWZS shall be submitted in accordance with 105.7.2 of the latest versions of the Standard Specifications.

The Contractor's Traffic Control Plan shall discuss intended use and project specific applications and reference the SWZS submittals.

Once the SWZS have been reviewed and accepted, the Contractor shall submit brochures and cut sheets on all units of the SWZS, with details of how and which communications systems shall be used, and all technical specifications. The Contractor shall also include the submittal the actual SWZS device, operation, maintenance, monitoring and including a SWZS layout map for each work zone. The Contractor and shall update the Traffic Control Plan as needed.

At the completion of the project, the Contractor will attend a post construction debriefing to discuss positive and negative aspects of the system and potential ways to improve its operational effectiveness and project applicability.

652.2 Smart Work Zone Equipment

Type 1 SWZS shall consist of a controller, a minimum 4 traffic sensors and a minimum of 1 PCMS.

Type 2 SWZS shall consist of a controller, a minimum 8 traffic sensors and a minimum of 2 PCMS.

Type 1 and Type 2 SWZS shall include a complete communication system, hardware, software, and support necessary to make a complete and operating system that provides advance traffic information to motorists when there is a slowing of traffic due to congestion resulting from lane reductions or other conditions. The condition-responsive notification to the motorist occurs with the use of PCMS activated through real-time traffic data collected by portable traffic sensors downstream of the PCMS location.

The system shall be capable of storing ad-hoc messages created by the System Coordinator and logging this action when overriding any default or automatic advisory message. The SWZS communication system shall incorporate an error detection/correction mechanism to ensure the integrity of all traffic conditions data and motorist information messages. Any required configuration of the SWZS communication system shall be performed automatically during system initialization.

System operator local control functions and remote management operations shall be password protected. The SWZS shall be capable of acquiring traffic information and selecting messages automatically without operator intervention after system initialization. The lag time between changes in threshold ranges and the posting of the appropriate PCMS messages shall be no greater than 15 seconds. The system operation and accuracy shall not be appreciably degraded by inclement weather or degraded visibility conditions including precipitation, fog, darkness, excessive dust, and road debris.

The portable traffic sensors shall be capable of collecting traffic speed data. The processed data is used to remotely control the PCMS to display user definable and locally stored messages. The message trigger thresholds shall be user configurable. The format of the data feed shall be extensible Markup Language (XML), with a known schema shared with the purchaser and made available to the Department. The XML data shall be made available for Department access (including project staff and the Department's Traffic Management Center) through standard Internet connectivity and services, with the provision of a data feed address, port (if applicable), and authentication/sign-on parameters.

The system shall have basic field and network security to protect the system against vandalism and unauthorized use.

The Contractor shall obtain cellular telephone service, FCC licensing, wireless data networks, satellite and internet subscriptions, and other requirements as necessary to operate the system continuously.

Provide an on-site System Coordinator for the SWZS the system components, monitor and adjust the portable devices as necessary, provide documentation in the form of a written weekly report about the system and respond to emergency situations. The System Coordinator shall either be a system vendor representative or shall have received training on the set-up and operation of the system from the system vendor or manufacturer. Provide certification of any such training to the Resident prior to system set-up. The System Coordinator shall work with the Resident on the operation of the SWZS including when to deploy or relocate the field devices, how the system is operating, and when to remove the system. The System Coordinator shall attend the pre-construction meeting and progress meetings. Secure approval from the Department on all PCMS messages prior to use. Be available 7 days a week and 24 hours a day while the system is deployed. Provide the 24/7 contact information for the System Coordinator and others responsible for maintenance of the system prior to installation of the system.

652.3 Smart Work Zone General Operation

The SWZS shall provide required functionality when the traffic sensors are located approximately as follows.

Type 1: The first sensor shall be located at the lane closure, second sensor 0.5 mile back from lane closure, third sensor 1 mile from lane closure, and a fourth sensor located 2 miles from lane closure. The PCMS shall be located 2.5 miles from lane closure. The system shall provide full functionally when the sensors and PCMS are relocated, and field adjusted as needed to provide adequate warning to the motoring public of traffic congestion ahead. Adjust the spacing of the devices and portable PCMS as needed.

Type 2: The Type 2 will utilize the same layout as the Type 1 system for the first 2.5 miles, then expanding they system by adding sensors at each mile and an additional PCMS located at 7 miles from the lane closure.

On entrance ramps within the SWZS operational area, BE PREPARED TO STOP sign downstream from the ROAD WORK AHEAD sign shall be installed and maintained for the duration of the SWZS.

The SWZS shall be installed and operational prior to the start of the placement of the channelizing devices to close any travel lanes. Verify that the system is operating prior to initiating the actual lane closure. The SWZS shall remain in place and operational until after the travel lane is reopened. The system shall constantly monitor traffic and update the messages on the portable PCMS within 15 seconds of a traffic condition requiring a system update. Each message shall be displayed on the portable PCMS for a minimum of 3 minutes.

The SWZS shall be in a constant “data collection” mode. In the event communication is lost between any field equipment, provide a means and staff to manually program a PCMS message. If communication is lost for more than 10 consecutive minutes, the system shall revert to a fail-safe ROAD/WORK/AHEAD message displayed on the PCMS until communication is restored.

The SWZS shall be monitored throughout any period of deployment and the Contractor shall submit a weekly report that will include the following activities during the project:

1. Confirm/note device layout/placement.
2. Confirm/note system data collection parameters that were set and adjusted.
3. Confirm/note startup and validation activities.
4. Note any changes/modifications made throughout the day or any unusual events that may impact the integrity of the data.
5. Confirm/note system shutdown processes and identify any changes that may be needed.
6. Observe device packing processes for relocation to the next work zone area and note any improvements that may be needed to improve the efficiency of the system deployment.
7. Number of and types of activations the system performed.
8. Construction work zone deployments
9. What if any field adjustments were made.
10. Maintain an adequate inventory of parts to support maintenance and repair of the SWZS.
11. The effectiveness of the adjustments made as well as comments from the flagging staff on each end of the active work zone (with and without the SWZS).
12. Public reaction and behavior when in the traffic control.
13. System start up and testing procedures
14. System operational procedures
15. System maintenance procedures
16. System shutdown procedures

SWZS will not be used if there is no queue.

652.7 Method of Measurement the SWZS will be measured based on uninterrupted operation of the complete system per each unit.

a) The payment of each unit will be payable in installments as follows:
   30% payment will be made once the final SWZS is approved and in operation. The remaining 70% balance to be paid as the work progresses at a rate proportional to the use and operation of the complete system.
b) If the operation of the SWZS is down for more than five (5) total accumulative days, payment will be reduced by 10% and the Contractor will prepare and submit a plan to restore uninterrupted operations of the SWZ system.

652.8 Basis of Payment Accepted SWZS will be at the Contract unit price per each for uninterrupted operation that shall include furnishing, installing, operating, servicing, maintaining, cleaning, repair, all materials, equipment, tools, labor, relocating and removing an automated SWZS. All operational and service costs, FCC licensing, wireless data networks, satellite and internet subscriptions, and other requirements as necessary to operate the system continuously.

Payment will be made under:

Item Number	Description	Unit
652.441	Type 1 Smart Wok Zone System	EA
652.442	Type 2 Smart Wok Zone System	EA

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Automated Speed Limit Sign)

Item 652.45 – Automated Trailer-Mounted Speed Limit Sign

652.1 Description This special provision provides for furnishing, operating, and maintaining an Automated Trailer Mounted Radar Speed Limit Sign for project use. The Contractor shall furnish, operate, and maintain the Automated Trailer Mounted radar Speed Limit Signs during the project operations.

652.1.1 Instruction and maintenance manuals shall be provided.

652.2 Materials

Automated Trailer Mounted Speed Limit Sign

Trailer mounted speed limit signs shall be self-contained units including sign assembly, flashing lights, directional radar to measure speed limits, a regulatory speed limit sign, a construction sign stating "Work Zone Speed Limit When Flashing" and power supply specifically constructed to operate as a trailer-mounted sign. The preferred color of the unit shall be "construction orange".

Signs Base material for the regulatory speed limit signs shall be weather proof, rigid substrate specifically manufactured for highway signing and meet the retro-reflective sheeting application requirements of the sheeting manufacturer.

Sign text shall consist of the letters, digits and symbols either applied by stick-on or silk screen, to conform to the dimensions and designs indicated in the Contract, MUTCD and/or FHWA Standard Highway Signs. The materials and methods shall be in accordance with standard commercial processes.

The regulatory sign should have changeable speed limit numbers.

"Work Zone" construction signs shall be mounted on the trailer unit above and below the regulatory speed limit sign. (see attached detail). The "When Flashing "construction sign shall be added to the trailer, if the Resident deems the sign necessary.

Signs and secondary signs shall follow the MUTCD for minimum mounting heights.

Power supply The power supply shall be either full battery power with solar panel charging (capable of maintaining a charged battery level) and 135 ampere, 12 volt deep cycle batteries, or diesel powered generator with a fuel capacity sufficient for 10 hours of continuous operation.

Flashing Lights Each unit shall be equipped with two mono-directional flashing lights, placed in accordance with the MUTCD, with amber lenses and reflectors, which are visible through a range of 120 degrees when viewed facing the sign. The lights, either strobe, halogen, or incandescent lamps, shall be visible for a minimum distance of one mile under daylight conditions and shall have a minimum flash rate of 40 flashes per minute. An "On" indicator light shall be mounted on the back of the signs, which is visible for at least 500 feet to provide confirmation that the flashing lights are operating.

Radar The directional radar shall monitor approaching traffic only. The radar shall be capable of measuring speeds from 5 to 70 MPH at a distance of up to 1500 feet and shall have a high speed cut off thresh hold.

Data Collection Units shall obtain traffic data, statistics, to include location, speeds, and times. This information shall be capable of being downloaded from the sign location with Bluetooth, wireless connection, or be accessed remotely via cellular data link. Units shall also have the capability to download this information via a USB port. Software to interface with PC or MAC Operating Systems shall be provided to the Department.

CONSTRUCTION REQUIREMENTS

652.3.2 Responsibility of the Contractor The Contractor shall furnish the automated Trailer Mounted Speed Limit Sign as described in 2.1 for this project.

All existing speed limit signs, which conflict with the construction zone trailer mounted speed limit signs shall be covered completely during the operation of the flashing lights. These signs shall be immediately uncovered when the use of the flashing lights is discontinued.

Automated Trailer Mounted Speed Limit Signs shall be used only during the Contractor's actual work hours, unless specifically authorized by the Engineer.

The Resident will record the actual time and location for the signs on a daily basis when the Automated Trailer Mounted Speed Limit Signs are in use.

Automated Trailer Mounted Speed Limit Signs shall be located as directed by the Resident. Placement of additional "Reminder' signs may be ordered by the Resident.

Automated Trailer Mounted Speed Limit Signs shall be placed outside the clear zone whenever practical and possible. The signs shall be removed outside the clear zone of the traveled way as specified in the Traffic Control Plan when not in use unless protected by portable barrier or equivalent. The signs shall be delineated with retro-reflective temporary traffic control devices while in use and shall also be delineated by affixing a retro-reflective material directly on the trailer.

Upon delivery of the Automated Trailer Mounted Speed Limit Sign and before acceptance by the Department, the Contractor shall have a representative of the manufacturer review the condition and notify the Resident in writing, of all deficiencies noted.

The Contractor shall arrange to have all necessary repairs performed at no cost to the Department.

To avoid impairing driver vision, the Contractor shall dim the lighted speed limit readings by 50 percent during nighttime use, and restore full power lighting during daytime operation.

METHOD OF MEASUREMENT

652.7 Method of Measurement Each Automated Trailer Mounted Speed Limit Sign will be measured as a unit.

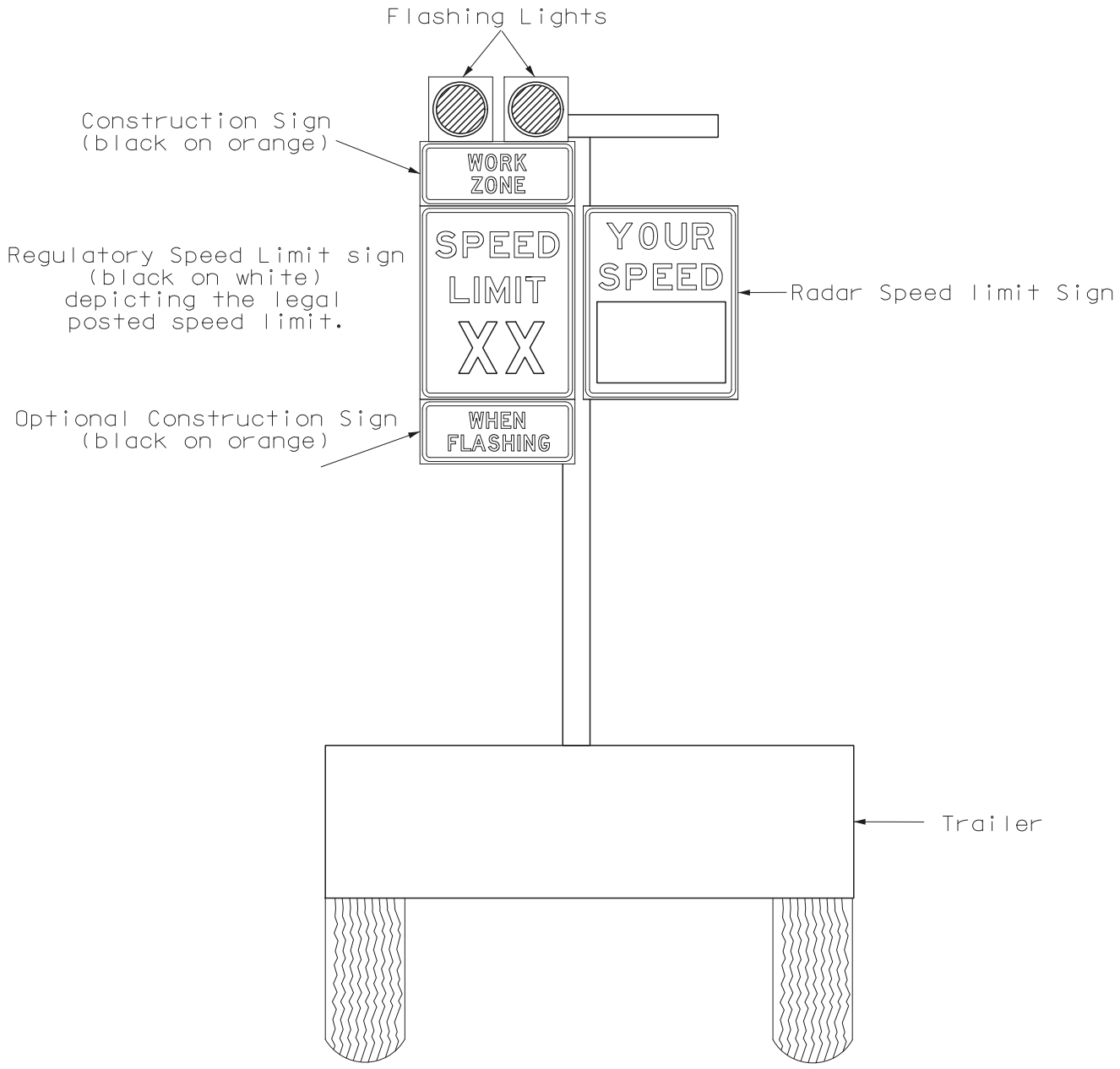
A unit will include the unit as described in 2.1, the trailer, radar Speed Limit Sign, flashing beacon amber lights, regulatory speed limit sign, "Work Zone Speed limit when flashing" construction sign, fuel, necessary maintenance, and all checking of radar Speed Limit Signs by manufacturer. Also included are all project moves including the transporting and delivery of each unit.

BASIS OF PAYMENT

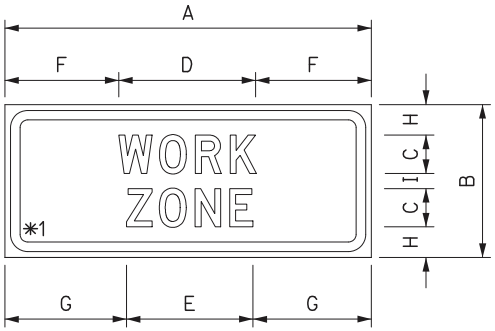
652.8 Basis of Payment The accepted quantity of Automated Trailer Mounted Speed Limit Sign will be paid for at the contract price per unit for the number of units used and accepted.

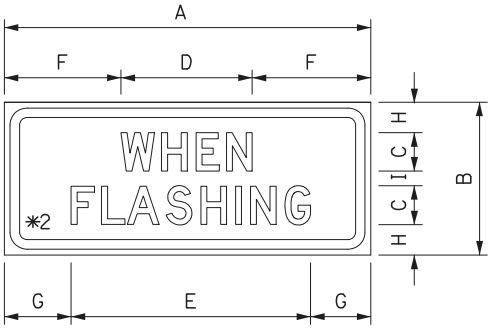
Payment will be made under:

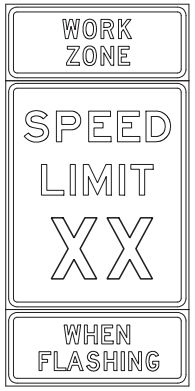
Pay Item		Pay Unit
652.45	Automated Trailer Mounted Speed Limit Sign	Unit

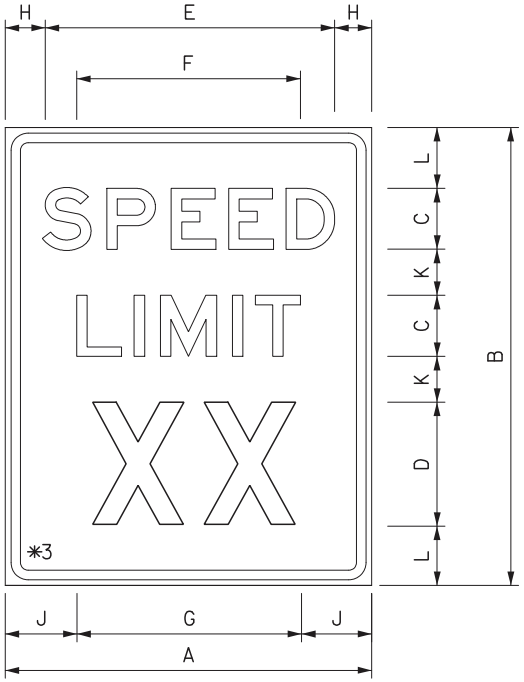


Automated Trailer Mounted Speed Limit Sign
note: not to scale









*1 – 1.25″ BORDER, 0.75″ INDENT,
BLACK ON ORANGE; BB GRADE PLYWOOD SIGN
*2 – 1.25″ BORDER, 0.75″ INDENT,
BLACK ON WHITE; BB GRADE PLYWOOD SIGN
*3 – 1.25″ BORDER, 0.75″ INDENT,
BLACK ON WHITE; BB GRADE PLYWOOD SIGN

	DIMENSIONS (inches)/LETTER FONTS											
	A	B	C	D	E	F	G	H	I	J	K	L
*1	48	20	5D	18 1/8	16 5/8	14 7/8	15 5/8	4	2	N/A	N/A	N/A
*2	48	20	5D	17 1/4	31 3/8	15 1/2	8 1/4	4	2	N/A	N/A	N/A
*3	48	60	8E	16E	38 1/4	29 1/4	29 1/2	4 7/8	9 3/8	9 1/4	8	6

CONSTRUCTION SIGN/REGULATORY SIGNS

TRAILER MOUNTED CONSTRUCTION ZONE
SPEED LIMIT SIGN

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

SEQUENTIAL FLASHING WARNING LIGHTS

Description Furnish and install Sequential Flashing Warning Lights on drums used for merging tapers during nightly work activities on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes.

The purpose of these lights is to assist the motorist in determining which direction to merge when approaching a lane closure. It's also designed to reduce the number of late merges resulting in devices being struck and having to be reset to maintain positive guidance at the merge point. The successive flashing of the lights shall occur from the upstream end of the merging taper to the downstream end of the merging taper in order to identify the desired vehicle path.

Materials The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Each light unit shall be capable of operating fully and continuously for a minimum of 200 hours when equipped with a standard battery set.

Each light in the sequence shall be flashed at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Supply a Type 3 Certification (Independent Test Lab results) documenting all actual test results for the specified parameters contained in the Institute of Transportation Engineer's (ITE's) *Purchase Specification for Flashing and Steady Burn Warning Lights*. The laboratory shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and the total width of the light with the battery in place. The complete assembly shall be certified as crashworthy when firmly affixed to the channelizing device.

The Contractor shall submit for approval, literature and all necessary certifications to the Department prior to procurement of the product.

Construction Requirement Sequential Flashing Warning Lights are to be used for night time lane closures.

These lights shall flash sequentially beginning with the first light and continuing until the final light.

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging taper.

The number of lights used in the drum taper shall equal one half the number of drums used in the taper.

Drums are the only channelizing device allowed to mount sequential flashing warning lights.

The Sequential Flashing Warning Lights shall be weather independent and visual obstructions shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of 10 to 100 feet. A 10 foot stagger in the line of lights shall have no adverse effect on the operation of the lights.

If one light fails, the flashing sequence shall continue. If more than 2 lights fail, all of the lights are to be automatically turned to the "off" mode. Non-sequential flashing is prohibited.

When lane closures are not in effect, the Sequential Flashing Warning Lights shall be deactivated.

Method of Measurement Sequential Flashing Warning Lights will be measured as the maximum number of sequential flashing warning lights satisfactorily installed and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all Sequential Flashing Warning Lights.

Pay Item		Pay Unit
652.46	Sequential Flashing Warning Lights	Each

December 7, 2018

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

TEMPORARY PORTABLE RUMBLE STRIPS

Description This special provision describes providing, relocating, maintaining, and removing temporary portable rumble strips.

Materials Furnish a portable rumble strip system to be used in a transverse installation used within a travel lane. The color of the rumble strip shall only be white, black, or orange and shall not match the color of the pavement. The Contractor will be allowed at their option to use a combination of the color options (i.e. orange, black, orange or white, black, white etc.) or a continuous solid color that does not match the color of the pavement in each transverse installation to delineate the rumble strips to the traveling public. The Contractor shall submit for approval, literature and all necessary certifications to the Department prior to procurement of the product.

Construction Requirement

Provide rumble strips where the plans show or as directed by the Resident as follows:

1. Prior to placing rumble strips, clean the roadway of sand and other materials that may cause slippage.

2. Place one end of the rumble strips 6 inches from the roadway centerline. Extend the strips perpendicular to the direction of travel. Ensure strips lay flat on the roadway surface. Spacing of the rumble strip strips will be per the manufactures recommendation.

3. Only one group of rumble strips, placed before the first work zone, is required per direction of travel for multiple work zones spaced 1 mile or less apart. Work zones spaced greater than 1 mile apart require a separate group of rumble strips. Each lane shall use one group of temporary rumble strips.

4. The use of rumble strips will require an additional work zone sign stating “Caution Rumble Strips” in the approach sign package meeting all applicable MUTCD guidelines. The use of the temporary rumble strips and work zone signage will be discussed in the Contractor’s traffic control plan.

Maintain rumble strips as follows:

1. If rumble strips slide, become out of alignment, or are no longer in the wheel path of approaching vehicles during the work period, thoroughly clean both sides of the rumble strips and reset on a clean roadway.

2. Repair or replace damaged rumble strips immediately.

Method of Measurement The Department will measure temporary portable rumble strips as one group, per lane. A group shall be considered 3 full lane width of rumble strips.

Basis of Payment The accepted quantity of temporary portable rumble strips will be paid for at the contract unit price per group. Payment is full compensation for providing, relocating, maintaining or replacing, and removing temporary portable rumble strips.

Pay Item	Pay Unit
652.47 Temporary Portable Rumble Strip	Group

November 20, 2023
Supersedes March 20, 2023

2020 STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:
http://maine.gov/mdot/contractors/publications/standarddetail/

Detail #	Description	Revision Date
502(19)	Bridge Drains	3/17/2023
502(15)	Bridge Drains	3/17/2023
502(20)	Bridge Drains	3/17/2023
502(23)	Bridge Drains	3/17/2023
502(24)	Bridge Drains	3/17/2023
502(25)	Bridge Drains	3/17/2023
502(26)	Bridge Drains	3/17/2023
504(07)	Diaphragm & Crossframe Notes	3/17/2023
507(20)	Steel Approach Railing 3-Bar	2/11/2021
507(21)	Steel Approach Railing 3-Bar	2/11/2021
507(22)	Steel Approach Railing 3-Bar	2/11/2021
507(23)	Steel Approach Railing 3-Bar	2/11/2021
507(27)	Steel Approach Railing	2/11/2021
526(01)	Portable Concrete Barrier	1/14/2021
526(01A)	Portable Concrete Barrier	1/14/2021
526(01B)	Portable Concrete Barrier	1/14/2021
526(02)	Portable Concrete Barrier	1/14/2021
526(02A)	Portable Concrete Barrier	1/14/2021
526(03)	Portable Concrete Barrier	1/14/2021
526(04)	Portable Concrete Barrier	1/14/2021
526(04A)	Portable Concrete Barrier	1/14/2021
526(04B)	Portable Concrete Barrier	1/14/2021
526(05)	Permanent Concrete Barrier	3/17/2023
526(21)	Permanent Concrete Barrier	3/17/2023
526(22)	Concrete Transition Barrier	3/17/2023
526(38)	Concrete Transition Barrier	3/17/2023
526(39)	Texas Classic Rail	3/17/2023
526(55)	Texas Classic Rail	3/17/2023

603(10)	Concrete Pipe Ties	6/10/2021
605(01)	Underdrain	7/8/2022
605(01)	Underdrain Notes	7/8/2022
606(17)	Midway Splice Guardrail Transition	6/10/2022
606(23)	Standard Bridge Transition – Type “1”	2/11/2021
606(24)	Standard Bridge Transition – Type “1A”	2/11/2021
608(02)	Detectable Warnings	6/10/2021
609(09)	Precast Concrete Vertical Curb	2/11/2021
627(07)	Crosswalk	2/22/2022
627(08)	Crosswalk	2/22/2022
643(11)	ATCC Cabinet	12/14/2020
801(11)	Pedestrian Ramp Notes	11/20/2023
801(12)	Pedestrian Ramp Requirements	11/20/2023
801(13)	Ramp Length Table	11/20/2023
801(14)	Parallel Pedestrian Ramp	11/20/2023
801(15)	Perpendicular Pedestrian Ramp – Option 1	11/20/2023
801(16)	Parallel Pedestrian Ramp – Option 2A	11/20/2023
801(17)	Perpendicular Pedestrian Ramp – Option 2A	11/20/2023
801(18)	Parallel Pedestrian Ramp – Option 2B	11/20/2023
801(19)	Perpendicular Pedestrian Ramp – Option 2B	11/20/2023
801(20)	Parallel Pedestrian Ramp – Option 3	11/20/2023
801(21)	Perpendicular Pedestrian Ramp – Option 3	11/20/2023
801(22)	Side Street Pedestrian Ramp	11/20/2023
801(23)	Parallel Pedestrian Ramp – Esplanade	11/20/2023
801(24)	Perpendicular Pedestrian Ramp – Esplanade	11/20/2023
801(25)	Island Crossings	11/20/2023
801(26)	Blended Transition	11/20/2023
801(26)	Blended Transition	1/19/2024
801(27)	Pedestrian Ramp Adjacent to Driveway or Entrance	11/20/2023
802(05)	Roadway Culvert End Slope Treatment	1/03/2017

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

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Construction Easement revise this definition by removing it in its entirety and replace with; **"A right acquired by the Department for a specific use of private property outside of the established Right-of-Way. Examples include but are not limited to Drainage Easements, Construction and Maintenance Easements, and Slope Easements. Construction Easement areas, including Temporary Construction Limits and Temporary Road Limits, outside of the Right-of-Way remain private property. No use other than to access and perform the specified work activity is permitted without written permission of the owner."**

Construction Limit Line Remove this definition in its entirety.

Holidays Amend this paragraph by adding "**Juneteenth**" between 'Memorial Day' and 'Independence Day'.

Plans Revise this paragraph by removing "**Standard Details, Supplemental Standard Details**" from the first sentence.

Project Limits Revise this definition by removing it in its entirety and replacing it with: **"Areas within the Right-of-Way, Construction Easements, or Temporary Construction Limits shown on the Plans or otherwise indicated in the Contract. If no Project Limits are indicated in the Contract, the Project Limits shall be determined by the Department. For a related Maine statute, see 23 MRSA § 653. "**

Right-Of-Way Revise this definition by removing it in its entirety and replacing it with: **"The area of land, property, or interest therein, acquired for or devoted to the Project or other purposes. Portions of the Right-of-Way may be used for storage of materials and equipment and the location of engineering facilities, subject to written approval by the Department."**

Amend this Section by adding the following two definitions (that replace Construction Limit Line);

Temporary Construction Limits The area within which the Contractor may access and perform the Physical Work and outside of which Work may not be performed without written authorization by the property owner.

Temporary Road Limits The area within which the Contractor may construct and maintain a temporary detour for maintenance of traffic.

SECTION 102
BIDDING

102.11 Bid Responsiveness Revise the paragraph that states
"The Bid is not signed by a duly authorized representative of the Bidder." So that it reads:

"**The Bid is not signed by a duly authorized representative of the Bidder.**
- **Properly submitted electronic bids meet this requirement.**
- **Paper bids must include at least one signed copy of the Contract Agreement Offer & Award form**."

SECTION 103
AWARD AND CONTRACTING

103.3.1 Qualification Requirement for Award Revise this subsection so that it reads:

"**103.3.1 Qualification Requirement for Award If the Notice to Contractors lists a Prequalification requirement, the Apparent Successful Bidder must successfully complete the Prequalification process as a condition of Award. The Apparent Successful Bidder who does not already hold an Annual Prequalification shall have 21 days to provide the Department with their Prequal documents or the Department may move on to the next low bidder."**

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise this subsection by removing it in its entirety and replace with the new subsection:

"104.2.1 Furnishing of Property Rights The Department will secure all necessary rights to real property within the Project Limits shown on the Right-of-Way Plans that are provided with the Bid Documents. For related provisions, see Sections 104.3.2 – Furnishing of Other Property Rights, Licenses and Permits and 105.4.5 - Maintenance of Existing Structures. For related definitions, see Construction Easements and Right-of-Way."

104.3.2 Furnishing of Other Property Rights, Licenses and Permits Revise this subsection by replacing "104.2.1 Furnishing of Right-of-Way" with "**104.2.1 Furnishing of Property Rights".**

SECTION 105
GENERAL SCOPE OF WORK

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word "handicap" in two places with the word "disability" so it now reads:

"2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability."

SECTION 106
QUALITY

106.6 Acceptance Revise this Subsection by replacing the paragraph beginning with "Acceptance of Hot Mix Asphalt Pavement will be based" with:

"Acceptance of Hot Mix Asphalt Pavement will be based on Method A or C Statistical Acceptance, or Method B or D Acceptance as specified. The method of acceptance for each item is defined in Special Provision, Section 403, Hot Mix Asphalt Pavement. When items of Hot Mix Asphalt Pavement are not so designated, Method A will be utilized whenever there are more than 1000 tons per Hot Mix Asphalt Pavement item, and Method B will be utilized when there are less than or equal to 1000 tons per Hot Mix Asphalt Pavement item."

Revise Subsection "B" by removing it and replacing it with:

"B. Items not designated for Statistical Acceptance will utilize Method B or D Acceptance testing to validate the quality of the material incorporated into the Project. For material paid under Item 403.209 – Method D, or designated to be visually accepted, the Contractor shall provide the Department with a Certification Letter that indicates that the material supplied complies with the Specifications. Test results representative of the certified material shall be attached to the letter.

The Department will randomly sample and test the certified Material for properties noted in Table 1 of Section 502 - Structural Concrete or Table 14 of Section –401.21 Acceptance Method B & D. Material will be subject to rejection as noted in Structural Concrete Section 502.195 - Quality Assurance Method C Concrete or Hot Mix Asphalt, Section 401.2022 Pay Adjustment – Method B & D."

106.7.1 Standard Deviation Method Revise 106.7.1, subsection H by removing the following from the first paragraph:

"Method B: PF = [70 + (Quality Level * 0.33)] * 0.01"

106.9.1 Warranty by Contractor Revise the third paragraph of this section so that it reads:

"**For a related provision regarding obligations regarding plantings, see section 621.36 – Maintenance Period.** "

SECTION 107
TIME

107.3.1 General Amend this paragraph by adding "**Juneteenth**" between 'Patriot's Day' and 'the Friday after Thanksgiving'.

SECTION 108
PAYMENT

108.2.3 Mobilization Payments Replace Standard Specification 108.2.3 – Mobilization Payments with the following:

"**108.2.3 Mobilization Payments "Mobilization" includes the mobilization and demobilization of all resources as many times as necessary during the Work.**

Percent Mobilization Bid will be determined by taking the amount Bid for Mobilization and dividing by the Total Contract Amount less Mobilization. Mob/(Total Contract – Mob).

Payment will be made at the following intervals:

% Mobilization Bid	% Mobilization Paid at Contract Award	% Mobilization Paid after the Department determines 50% of the work is Complete	% Mobilization Paid at Final Acceptance
10% or less	50%	50%	
More than 10% to 15%	33%	33%	34%
More than15% to 20%	25%	25%	50%
More than 20% to 30%	15%	15%	70%
Greater than 30%	10%	10%	80%

108.3 Retainage Revise the third paragraph of this section so that it reads:

"Upon Final Acceptance, and determination by the department that there are no claims either by or on the Contractor or Subcontractors; no over payments by the department; no LDs due; and no disincentives due, the Department will reduce Retent to 1% of the original Contract Award amount, or $100,000, whichever is less, as it deems desirable and prudent."

108.4.1 Price Adjustment for Hot Mix Asphalt Revise the first paragraph of this section by replacing the first sentence with the following:

"**For each Contract, a price adjustment for performance graded binder will be made for the following pay items, when the total quantity of Hot Mix Asphalt included in these items is in excess of 500 tons, based on the estimated quantities of these items at the time of bid."**

Amend this section by adding "**Item 461.2101 Polymer Modified 9.5 mm**" to the list of Pay Items that are eligible for a price adjustment. Also add "**Item 461.2101 - 6.4%**" to the list of Asphalt percentages.

SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

110.3.9 Administrative & General Provisions Amend this subsection by adding "**Automobile Liability**" under letter A) Additional Insured to the list of exceptions.

SECTION 206
STRUCTURAL EXCAVATION

206.01 Description – *Structural Earth Excavation, Below Grade* delete the entire sentence and replace with "**shall consist of the removal of excavation required for unknown or unanticipated subsurface condition. See 206.04 – Method of Measurement for pay limits**."

206.04 Method of Measurement – Drainage and Minor Structures Paragraph 1, sentence 2, delete the remainder of the sentence beginning with "….provided the maximum allowable…"And replace with: **"….in accordance with the following limits:"**

- **Vertical pay limits:**
  - **Below a plane parallel with and 12 inches below the bottom of the drainage or minor structure or**
  - **Below the excavation limits shown in the Bid Documents; whichever is greater.**

- **Horizontal pay limits – The maximum allowable horizontal dimensions shall not exceed those bounded by vertical surfaces 18 inches outside the base, or extreme limits of, the structure, and to the vertical neat lines of underdrain trenches, as shown in the Contract Documents.**

SECTION 401

HOT MIX ASPHALT PAVEMENT

401.19 Contractor Quality Control Amend this Section by adding the following to the end:
"Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all items covered by the QCP as identified in Special Provision 403."

SECTION 501
FOUNDATION PILES

501.05 Method of Measurement
c. Piles in Place Revise the third paragraph by replacing the "10" with "20" so that it reads:

Unused pile cutoffs **20** feet or more in length, except those required to accommodate the Contractor's construction method, as discussed herein, will remain the property of the Department and will be stored at a bridge maintenance yard nearest the project. Hauling and unloading of piles will be done by the Contractor or by the Department, depending upon availability of services.

SECTION 502
STRUCTURAL CONCRETE

502.09 Forms and Falsework Amend this subsection by adding the subsection title "**502.10 Placing Concrete**" after section "D" Removal of Forms and False work" and after the paragraph beginning with "2. Forms and False work, including blocking…". So that a new subsection starts and reads:

"**502.10 Placing Concrete**

A. **General Concrete shall not be placed until forms** …."

502.1701 Quality Control, Method A and B Revise this Section so that the first paragraph and the first sentence of the second paragraph read:
"**502.17 Quality Control The Contractor shall control the quality of the concrete through testing, inspection, and practices which shall be described in the QCP, sufficient to assure a product meeting the Contract requirements. The QCP shall meet the requirements of Section 106, Quality, and this specification. No work under this item shall proceed until the QCP is submitted to and approved by the Department. Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all cast-in-place items covered by the QCP, using the P value listed in Special Provision 502. If no P value is listed, a value of $350, or bid value per cubic yard, whichever is less, shall be used.**

502.1701 Quality Control, Method A and B The QCP shall address all elements that affect the quality of the structural concrete including, but not limited to, the following: "

Section 502.1701, Quality Control, Revise Table 4 of this Subsection by removing it in its entirety and replacing it with:

TABLE 4

METHOD A & B MINIMUM QUALITY CONTROL TESTING REQUIREMENTS *

TEST	TEST METHOD	SAMPLING LOCATION	FREQUENCY
Gradation	AASHTO T-27 & T-11	Stockpile	One set per proposed grading before production. One set every 100 yd^3 (Min. 1 set per month)
Organic Impurities	AASHTO T-21	Stockpile	**Once per fine aggregate per year ****
% Absorption	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Specific Gravity	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Total Moisture in Aggregate	AASHTO T-255	Stockpile	One set per day's production
Free Water and Aggregate Wt.	N/A		One per day's production
% Entrained Air	AASHTO T-152	On Project	On first two loads and every third load thereafter provided consistent results are achieved
Compressive Strength	AASHTO T-22	On Project	One set per sublot
Compressive Strength	AASHTO T-22 @ 7days	On Project	One set per sublot

* Additional QC testing will be required any time a process change occurs during a placement, including changes in type or dosage of admixture. Additional testing shall include, but is not limited to, entrained air testing.

**** If the color produced is a laboratory designation Plate III, then the fine aggregate shall be tested once per month.**

502.18, Method of Measurement, Revise Subsection 'F' by removing the word 'transverse' so that it reads: "**Saw cut grooving of concrete wearing surfaces, complete and accepted, will be measured for payment as one lump sum**."

502.19, Basis of Payment, Revise the third paragraph by removing the word 'transverse' so that it reads: "**Saw cut grooving of concrete wearing surfaces will be paid for at the Contract Lump Sum Price, which shall be payment for furnishing all materials, labor, and equipment, including depth gauges and all incidentals, to satisfactorily complete the work."**
(Also see 535.24 and 535.25 for related changes)

SECTION 503
REINFORCING STEEL

Section 503.07 Splicing Revise this section by removing the table and following footnote and replacing them with:

Minimum Lap Splice Length (inches)									
	Bar Size								
Bar Type	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain or Galvanized	16	20	24	29	38	47	59	72	85
Epoxy or Dual Coated	17	24	36	43	56	71	88	107	128
Stainless	19	24	30	36	47	59	73	89	107
Low-carbon Chromium	24	32	39	47	63	78	97	119	142

"**The minimum lap splice lengths in the table above are based on the parameters below. When any of these parameters are altered, appropriate minimum lap splice lengths will be as shown on the Plans.**

- **Normal weight concrete**
- **Minimum 28-day concrete compressive strength from 4,000 psi to 10,000 psi**
- **Class B tension lap splice**
- **Minimum center-to-center spacing between bars of 6 inches**
- **Minimum clear cover of 2 inches**
- **Nominal reinforcing steel yield strengths**
  - **Low-carbon Chromium = 100 ksi**
  - **Stainless = 75 ksi**
  - **All others = 60 ksi**
- **Reinforcement with yield strengths greater than 75 ksi shall have beam transverse reinforcement and column ties provided over the required lap splice length in accordancewith the current edition of the AASHTO LRFD Bridge Design Specifications**

When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 inches, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.3."

SECTION 506
SHOP APPLIED PROTECTIVE COATING – STEEL

506.13 Surface Preparation Amend this section by adding this paragraph to the end:

"**Steel shall meet the requirements of SSPC SP8 Pickling prior to being immersed in the zinc tanks. Verification of the surface preparation shall be included in the QC documentation**."

SECTION 523
BEARINGS

523.051 Protective Coating Revise this subsection by removing the paragraph beginning with "Anchor rods shall be galvanized…" and replacing with:

"**Anchor rods shall be galvanized. When anchor rods are designated to secure bare unpainted steel or painted steel, a dielectric coating (epoxy or bituminous type coatings are acceptable) shall be applied to the anchor rod and/or adjacent steel to prevent contact between galvanized surfaces and painted or unpainted steel."**

523.22 Fabrication Amend this subsection by adding the following: "**Elastomeric Bearings shall be fabricated in accordance with AASHTO M251."**

SECTION 526
CONCRETE BARRIER

Amend this section by deleting it in its entirety and replacing it with:

"**526.01 Description This work shall consist of the furnishing, constructing, erecting, setting, resetting, and removal of concrete barrier and associated elements in accordance with these specifications, the Standard Details, and the lines and grades shown on the Plans or established by the Resident.**

The types of concrete barrier are designated as follows:

Portable Concrete Barrier Type I Double faced removable barrier in accordance with the Standard Details.

Permanent Concrete Barrier Type II Double faced barrier as shown on the Plans.

Permanent Concrete Barrier Type IIIa Single faced barrier 32 inches high in accordance with the Standard Details or as shown on the Plans.
Permanent Concrete Barrier Type IIIb Single faced barrier 42 inches high in accordance with the Standard Details or as shown on the Plans.

Permanent Concrete Transition Barrier Barrier of various heights joining steel bridge rail to steel guardrail in accordance with the Standard Details or as shown on the Plans.

Permanent Texas Classic Rail Barrier Traffic rail or sidewalk rail, in accordance with the Standard Details or as shown on the Plans.

526.02 Materials

a. Concrete Concrete for barriers, both permanent and portable, shall have a design strength of 5,000 psi.

For cast-in-place barrier: The concrete shall be Class LP, in accordance with Standard Specification Section 502, Structural Concrete.

For precast barrier: The concrete shall meet the requirements of Standard Specification 712.061, Structural Precast Concrete Units, except that the stripping strength for precast barriers is 4,000 psi.

b. Reinforcing Steel Reinforcing steel shall meet the requirements of Section 503, Reinforcing Steel.

c. Structural Steel Plates and barrier connections shall meet the requirements specified in Standard Specification 504 - Structural Steel and shall be hot dip galvanized after fabrication in accordance with Standard Specification 506, Shop Applied Protective Coating – Steel

d. Bolts Bolts shall meet the requirements specified in Section 713.02, High Strength Bolts.

e. Connecting Pins for Portable Concrete Barrier Portable concrete barriers must be connected using a 1- inch diameter pin. The connecting pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A449 steel. Materials with greater strength may be used with the approval of the Department.

f. Anchor Pins for Portable Concrete Barrier Anchoring to concrete or asphalt will be required when specified on the Plans. When required, portable concrete barriers must be anchored using a 1 ½ - inch diameter anchor pin. The anchor pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A36 steel. Materials with greater strength may be used with the approval of the Department.

g. Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Portable Concrete Barrier on the following schedule:

New Portable Concrete Barrier shall be crash tested and/or evaluated to MASH2016 criteria.

Current Portable Concrete Barrier in useful serviceable condition that is successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Other current Portable Concrete Barrier that is deemed acceptable by the Department may be utilized on projects off the National Highway System through December 31, 2024.

526.03 Construction Requirements

Cast-in-place barriers shall be fabricated in accordance with Standard Specification Section 502, Structural Concrete. Precast barriers shall be fabricated in accordance with Standard Specification 534, Precast Structural Concrete.

Concrete finish for permanent barrier shall be rubbed as defined in Standard Specification Section 502, Structural Concrete, 502.13 D2 or an approved equal.

Portable concrete barrier shall be generally free from fins and porous areas and shall present a neat and uniform appearance.

Permanent barrier shall have a protective coating applied in accordance with Standard Specification Section 515, Protective Coating for Concrete Surfaces.

Reflective delineators for concrete median barrier shall meet the requirements of Special Provision 645, Highway Signing.

Preformed Joint Filler shall meet the requirements specified in Subsection 705.01, Preformed Expansion Joint Filler.

Permissible dimensional tolerances for all concrete barriers shall be as follows:

a. Cross-sectional dimensions shall not vary from design dimensions by more than ¼ inch. The vertical centerline shall not be out of plumb by more than ¼ inch.

b. Longitudinal dimensions shall not vary from the design dimensions by more than ¼ inch per 10 feet of barrier section and shall not exceed ¾ inches per section.

c. Location of anchoring holes shall not vary by more than ½ inch from the dimensions shown in the concrete barrier details on the Plans.

d. Surface straightness shall not vary more than ¼ inch under a 10-foot straightedge.

e. The barrier shall have no significant cracking. Significant cracking is defined as fractures or cracks passing through the section, or any continuous crack extending for a length of 12 inches or more, regardless of position in the section.

<u>526.04 Method of Measurement</u> Permanent Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be measured for payment by lump sum, complete in place.

Portable concrete barrier, both anchored and unanchored will be measured for payment by lump sum. Lump sum measurement will include verification of the installation and removal of all portable concrete at the completion of the Contractor's operations.

The Contractor shall replace sections of portable concrete barrier, including anchored barrier damaged by the traveling public when directed by the Resident. Replacement sections will be measured for payment in accordance with Standard Specification 109.7, Equitable Adjustments to Compensation and Time.

Transition barrier will be measured by each, complete in place.

526.05 Basis of Payment The accepted quantities of Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be paid for at the Contract lump sum price for the type specified, complete in place.

The accepted quantities of Portable Concrete Barrier Type I, both anchored and unanchored will be paid for at the Contract lump sum price. Such payment shall be full compensation for furnishing all materials, assembling, moving, resetting, transporting, temporarily storing, removing barrier, furnishing new parts as necessary, and all incidentals necessary to complete the work.

Portable barrier shall become the property of the Contractor upon completion of the use of the barrier on the project and shall be removed from the project site by the Contractor.

Transition barrier will be paid for at the Contract price each, complete in place.

The accepted quantity of all types of concrete barrier, whether portable or permanent, will be paid for at the lump sum or per each price, as applicable, which payment shall be full compensation for all materials, including reinforcing steel, protective coating, reflective delineators, steel plates and hardware, equipment, labor and incidentals required, as necessary, to complete the work.

Payment will be made under:

	Pay Item	Pay Unit
526.301	Portable Concrete Barrier, Type I	Lump Sum
526.304	Portable Concrete Barrier, Anchored Type I	Lump Sum
526.312	Permanent Concrete Barrier Type II	Lump Sum
526.321	Permanent Concrete Barrier Type IIIa	Lump Sum
526.323	Texas Classic Rail	Lump Sum
526.331	Permanent Concrete Barrier Type IIIb	Lump Sum
526.34	Permanent Concrete Transition Barrier	Each
526.502	Precast Concrete Median Barrier	Lump Sum”

SECTION 527
ENERGY ABSORBING UNIT

527.02 Materials Amend this section by deleting it in its entirety and replacing it with:

“**MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Portable Crash Cushions will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Work Zone Crash Cushions shall be selected from the Department's Qualified Products List of Crash Cushions/Impact Attenuators or approved equal."

SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.22 Tolerances Amend this section by deleting it in its entirety and replacing it with:
"**Product dimensional tolerances shall be in conformance with the latest edition of PCI MNL-135, Tolerance Manual for Precast and Prestressed Concrete Construction, as applicable to the particular product (e.g., slab, I-girder, box beam), the Plans, and this Specification. Use Box Beam fabrication tolerances for voided or solid slab beams and use Double Tee tolerances for NEXT beams. In case of dispute, the Fabrication Engineer shall determine the allowable tolerance.**"

535.24 Installation of Slabs, Beams, and Girders Revise the 5th paragraph by replacing "6.0 and 9.0" to "5.0 and 8.0" so it reads: **"Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements."**

535.25, Installation of Precast/Prestressed Deck Panels Revise the 2nd paragraph by replacing "6.0 and 9.0" to "5.0 and 8.0" so it reads: **"Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements."**

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 reflectors shall be mounted on all “w” beam guardrail and shall be either the “butterfly” type or linear delineation system panels. “Butterfly” or linear delineation panels shall be installed at approximately 62.5 foot intervals on tangents (after every tenth post) and 31.25 feet on curves (after every fifth post), and shall be centered on the guardrail beam. On Divided highways, the left-hand delineators shall be yellow and the right-hand delineators shall be silver/ white. On two-way directional highways, the right-hand side will have silver / white reflectors and no reflectorized delineator used on the left. Delineators shall have reflective sheeting that meets or exceeds the requirements of Section 719.01.

“Butterfly” reflectors shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Aluminum, galvanized metal or other materials shall not be used. Reflective sheeting will be applied to only one side of the delineator facing the direction of traffic and shall be centered vertically on the guardrail beam as shown in the Standard Detail 606(7).

Linear delineation system panels shall be 1.5 inches wide by approximately 11 inches nominal length, with a minimum of 5 raised lateral ridges spaced at approximately 2.25 inches. The height of each ridge shall be 0.34 inches with a 45 degree profile and a 0.28 inches radius at the top. Sheeting shall be laminated to thin gauge aluminum with a pre-applied adhesive tape on the back. Panels shall not be installed over seams or bolt heads and shall be centered horizontally on the guardrail beam; linear delineation panels shall be attached to only one guardrail beam. The guardrail beam surface shall be cleaned and prepared according to the manufacturer’s instructions. Air temperature and guardrail surface temperature must be a minimum of 50 degrees F (10 C) with rising temperature at the time of installation.

Exact locations of the either the “butterfly” type or the linear delineation panels shall be approved by the Resident prior to installation.

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.

Reflectorized beam guardrail reflectors (“butterfly” type or linear delineation system panels) when identified by pay item, will be measured for payment by each.

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.

Anchorages 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.

Reflectorized beam guardrail reflectors (“butterfly” type and the linear delineation panels) will not be paid for directly but will be considered incidental to all new guardrail items. The Contractor shall furnish and install either the “butterfly” type or linear delineation panels, at its discretion, for new guardrail items.

Reflectorized beam guardrail reflectors (either “butterfly” type or linear delineation system panels) will be paid for under the applicable pay items for installation in conjunction with Adjust, Modify, Remove and Reset, Remove Modify and Reset guardrail items. The accepted quantity of “butterfly” type or linear delineation system panels will be paid for at the contract unit price each for all work and materials furnished to install, complete in place, including all incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
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
606.352	Reflectorized Beam Guardrail Delineators (“Butterfly” type)	Each
606.3521	Linear Delineation System Panel	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
606.3671	Replace Unusable Offset Blocks	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 608
SIDEWALKS

Section 608.022Detectable Warning Materials Standard Revise this section by removing the last sentence of this section beginning with "Concrete…" and replacing it with "**Concrete shall meet the requirements of Section 608.021, Sidewalk Materials, of this specification or may be a prepackaged concrete mix from the Department's Qualified Products List (QPL).**"

SECTION 609
CURB

609.02 Materials Revise the paragraph beginning "The Contractor shall submit a concrete mix…" so that it reads:

"**The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, with a minimum designed compressive strength of 3000 psi concrete fill**."
.
609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections Revise this section by underlining the section number and title so that it reads in the spec book as:

"**609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections**"

Revise the last paragraph beginning with "The Contractor may elect…" so that it reads:

"The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the Concrete Fill shall **meet the requirements of 609.02. The Contractor shall submit a concrete design for the Portland Cement Concrete, with a minimum designated compressive strength of 3000 PSI meeting the requirements of Class S or Class Fill Concrete. The Contractor may elect to choose a Prepackaged Concrete Mix from the Department's Qualified Products list (QPL). Concrete backfill shall be completed in conformance with a Department supplied concrete backfill detail."**

SECTION 610
STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION

610.02 Materials Amend this subsection by adding the following to the end of the material list:
"**Stone Ditch Protection 703.29"**

SECTION 618
SEEDING

618.08 Mulching Revise this Section so that the third sentence reads: "Mulch for Seeding Method Number 1 shall only be cellulous fiber mulch Section 619.04 **(b)** or straw mulch Section 619.04 (**a**)."

SECTION 619
MULCH

619.03 General Amend this Section by adding the following sentence to the end: **"Straw mulch shall be used in all wetland areas."**

SECTION 626
FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

Section 626.021 Miscellaneous Materials Revise this section by removing the fourth paragraph beginning with " All Concrete for concrete encasement…" and replace it with "**All concrete for concrete encasement of conduit shall be Class S or Class Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department's Qualified Products List (QPL).**"

Section 626.031Conduit Revise the fifth paragraph beginning with "After the trench has been…" by removing the last sentence beginning with "Where concrete encasement…" and replacing it with **"Where concrete encasement is required around the conduit, the concrete shall meet Class S, Class Fill in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department's Qualified Products List (QPL)."**

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**."

626.036 Precast Foundations Revise the last sentence of paragraph one so that it reads: "**Construction of precast foundations shall conform to the Standard Details and all requirements of 712.061**."

SECTION 627
PAVEMENT MARKINGS

627.02 Materials Amend this section by adding the following to the existing Specification:

"When pavement marking paint must be applied on pavement with an air temperature between 35 ºF and 50 ºF, a low temperature waterborne paint may be used upon the Department's approval as noted below.

The Contractor shall submit the following information for Department review and approval at least 10 calendar days prior to application:

The manufacturer and product name of the low temperature waterborne paint

The manufacturer's technical product data sheets

The product's SDS sheets

All required and recommended application specifications for the product

The manufacturer's requirements for temperature, surface preparation, paint thickness and the bead application shall be followed. No additional payment will be made for the use of low temperature waterborne paint. "

627.06 Application Revise this subsection by replacing the paragraph beginning with " On other final pavement markings…" with the following:
"On other final pavement markings and on curb, where the paint is applied by hand painting or spraying, application shall be one uniform covering coat at least 16 mils thick. Before the paint has dried, the glass beads shall be applied by a pressure system that will force the glass beads onto the undried paint as uniformly as possible.

Painted lines and markings shall be applied in accordance with the manufacturer's published recommendations. These recommendations will be supplied to the Resident prior to installation."

Revise this subsection by replacing the paragraph beginning with " If the final reflectivety values are less…" with the following:

The final reflectivity will be acceptable if 90 percent or more of the painted pavement lines and markings meet the specified minimum value. If less than 90 percent of the painted pavement lines and markings meet the specified minimum final reflectivity values, the Contractor shall repaint those areas not meeting required reflectivity at no cost to the Department.

If, after repainting, analysis of the final reflectivity values results in the need for a second repainting, the Contractor will submit in writing a plan of action to meet the reflectivity

minimums prior to continuing any work. Once the plan has been reviewed and approved by the Department, the Contractor shall reapply at no cost to the Department.

SECTION 637
DUST CONTROL

Revise this section by removing it in its entirety.

SECTION 643
TRAFFIC SIGNALS

643.021 Materials Amend this subsection by adding the following at the end:

"**MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Temporary Traffic Control Signals will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029."

643.023 Traffic Signal Structures Remove the third paragraph and replace it with the following:

"**Traffic signal support structures shall be classified as Fatigue Category III if they are located on roads with a speed limit of 35 mph or less, Fatigue Category II if they are located on roads with a speed limit of greater than 35 mph, and Fatigue Category I if noted on the Contract Plans. Fatigue Importance Factors shall be as specified in Table 11.6-1 (Fatigue Importance Factors). Fatigue analyses are not required for span-wire (strain) pole traffic signal support structures with heights of 55 feet or less unless required by the current edition of AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".**

643.09 Service Connection Revise this subsection by removing the paragraph that begins with "Traffic signal services shall have…".

And by removing the paragraphs beginning with " A service ground rod shall be installed…" and "A total of 4, 10' service…" and replace them with "**A total of 4, 10' service ground rods shall be installed and properly connected together on the outside of the cabinet foundation. One ground rod shall be located at each corner and shall be either flush or slightly below finished grade. The connection between the ground rod and the ground wire shall be an exothermic connection such as a Cadweld. The ground wire from the interconnected ground rods shall be routed through a conduit in the foundation and into the base of the cabinet**".

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 652
MAINTENANCE OF TRAFFIC

652.2.5 Portable Changeable Message Sign Revise the fifth paragraph so it reads:

"The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Messages must be changeable with either a portable electronic device like a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The cabinet shall be locked at all times that the Contractor is not actively changing the message. The Contractor shall change the password for the controller prior to stationing the PCMS and shall provide the password to the Resident. The password shall be unique per PCMS and secure and shall not be written anywhere in, on, around, or stored in the PCMS."

Amend this Section by adding the following new subsection:

"**652.2.6 Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Category 1 (Cones, Drums, Tubular Markers, Flexible Delineators, and similar devices that have little chance if causing windshield penetration, tire damage, or other significant effect on the control or trajectory of a vehicle) – All Category 1 devices will be manufacturer self-certified as MASH2016 by January 1, 2025. Current Category 1 devices in useful serviceable condition that are not self-certified as MASH2016 compliant may be utilized through December 31, 2024.

Category 2 (Barricades, Portable Sign Supports, Category 1 devices with attachments, and similar devices that are not expected to produce significant vehicular velocity change but may be otherwise hazardous) – All Category 2 devices will be crash tested and/or evaluated to

MASH2016 criteria by January 1, 2025. Current Category 2 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2024.

Category 3 (Portable Concrete Barrier, Portable Crash Cushions, Truck Mounted Attenuators, Category 2 devices weighing more than 100 pounds, and similar devices that are expected to produce significant vehicular velocity change or other harmful reactions) – All Category 3 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029. (See Standard Specification 526 for additional Portable Concrete Barrier information).

Category 4 (Trailer Mounted Devices: Arrow Boards, Temporary Traffic Control Signals, Area Lighting, Portable Changeable Message Sign, and other similar devices.) – All Category 4 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029."

652.3.3 Submittal of Traffic Control Plan Amend this section by adding:

"n. A security plan for any PCMS shall be included. The Contractor shall provide a plan for secure access to the PCMS and protection from unauthorized users. The plan shall have details on securing the cabinets via a lock and password from unauthorized users, password changing protocols, and where the access information will be kept so it can be used in the event of emergency. The Contractor shall not Identify or store passwords in the TCP."

652.4 Flaggers Revise the first paragraph of this section so that it reads:

"The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer."

SECTION 681
PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

681.08 Basis of Payment Amend this section by adding the Item Number "**681.10**' in front of the item "Precast Aggregate-Filled Concrete Block Gravity Wall" at the end of the section.

SECTION 701
STRUCTURAL CONCRETE RELATED MATERIAL

701.01 Portland Cement and Portland Pozzolan Cement Amend the first sentence of Paragraph 3 by adding "**or Type 1L Portland Limestone cement**" so that it reads:

"**A Type IP (MS) Portland-pozzolan cement (blended hydraulic cement with moderate sulfate resistance) or Type 1L Portland Limestone cement meeting the requirements of AASHTO M 240, may be used instead of Type II or where Type I Portland cement, meeting the requirements of AASHTO M 85, is allowed**."

SECTION 703
AGGREGATES

Add the following to 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
⅜ 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 ⅜ 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	¾ inch	1½ inch	½ 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 an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

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 as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

a. Class F Coal Fly Ash meeting the requirements of AASHTO M 295
b. Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302
c. Densified Silica Fume meeting the requirements of AASHTO M 307
d. Lithium-based admixtures
e. Metakaolin

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.

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
⅜ 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 value of 25.0 or less as determined by AASHTO T 327. If the Micro- Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ 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 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.

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	
	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.

703.08 Recycled Asphalt Pavement Recycled asphalt pavement shall consist of salvaged asphalt materials from milled pavements or production waste that has been processed before use to meet the requirements of the job mix formula. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

703.081 RAP for Asphalt Pavement Recycled Asphalt Pavement (RAP) may be introduced into hot-mix asphalt pavement at percentages approved by the Department according to the MaineDOT Policies and Procedures for HMA Sampling and Testing.

If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

The maximum allowable percent of RAP shall be determined by the asphalt content, the percent passing the 0.075 mm sieve, the ratio between the percent passing the 0.075 mm sieve and the asphalt content, and Coarse Micro-Deval loss values as tested by the Department.

The maximum percentage of RAP allowable shall be the lowest percentage as determined according to Table 4 below:

Classification	Maximum RAP Percentage Allowed	Asphalt content standard deviation	Percent passing 0.075 mm sieve standard deviation	Percent passing 0.075 mm sieve / asphalt content ratio	Residual aggregate M-D loss value
Class III	**10%**	**≤ 1.0**	**N/A**	**≤ 4.0**	**≤ 18**
Class II	**20%**	**≤ 0.5**	**≤ 1.0**	**≤ 2.8**	
Class I	**30%**	**≤ 0.3**	**≤ 0.5**	**≤ 1.8**	

Table 4: Maximum Percent RAP According to Test Results

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage and are shown below in Table 5.

Table 5: RAP Verification Limits

Classification	Asphalt content (compared to aim)	Percent passing 0.075 mm sieve (compared to aim)
Class III	± 1.5	± 2.0
Class II	± 1.0	± 1.5
Class I	± 0.5	± 0.7

For specification purposes, RAP will be categorized as follows:

Class III – A maximum of 10.0 percent of Class III RAP may be used in any base, intermediate base, surface, or shim mixture. A maximum of 20.0 percent of Class III RAP may be used in hand-placed mixes for item 403.209.

Class II – A maximum of 20.0 percent Class II RAP in any base, binder, surface, or shim course.

Class I – A maximum of 20.0 percent Class I RAP may be used in any base, intermediate base, surface, or shim mixture without requiring a change to the specified asphalt binder. A maximum of 30.0 percent Class I RAP may be used in in any base or intermediate base mixture provided that a PG 58-28 or PG 58-34 asphalt binder is used. A maximum of 30.0 percent Class I RAP may be

used in any surface or shim mixture provided that PG 58-34 asphalt binder is used. Mixtures exceeding 20.0 percent Class I RAP must be evaluated and approved by the Department.

The Contractor may use up to two different RAP sources in any one mix design. The total RAP percentage of the mix shall not exceed the maximum allowed for the highest classification RAP source used (i.e. if a Class I & Class III used, total RAP must not exceed 30.0%). The blended RAP material must meet all the requirements of the classification for which the RAP is entered (i.e. 10% Class III with 20% Class I, blend must meet Class I criteria). The Department may take belt cuts of the blended RAP to verify the material meets these requirements. If the Contractor elects to use more than one RAP source in a design, the Contractor shall provide an acceptable point of sampling blended RAP material from the feed belt.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.01 Reinforcing Steel Remove the second paragraph of Section 709.01 of the standard specification beginning with "Low-Carbon, Chromium,…" and replace with the following:

" Low-carbon, chromium, reinforcing steel shall be deformed bars conforming to the requirements of ASTM A1035. Bars shall be Grade 100 and alloy Type CS unless otherwise specified on the Plans. "

SECTION 710
FENCE AND GUARDRAIL

710.06 Fence Posts and Braces Revise the first Paragraph so that it reads:

"Wood posts shall be of cedar, white oak, or tamarack or other AWPA approved species, of the diameter or section and length shown on the plans."

Remove the fourth paragraph which starts " That portion of wood posts…".

Revise the paragraph beginning with "Braces shall be of spruce, eastern hemlock … so that it now reads:

"Braces shall be of spruce, eastern hemlock, Norway pine, pitch pine, or tamarack timbers or other AWPA approved species, or spruce, cedar, tamarack or other AWPA approved species round posts of sufficient length to make a diagonal brace between adjacent posts. All wood posts and braces

shall be pressure-treated in accordance with AASHTO M 133 and AWPA U1, UC4A Commodity Specification B: Posts. "

710.07 Guardrail Posts Revise this section so that the first sentence of section a. reads:

"a. Wood posts shall be of Norway pine, southern yellow pine, pitch pine, Douglas fir, red pine, white pine, or eastern hemlock or other AWPA approved species."

Revise the next paragraph so that it reads:

Wood posts and offset brackets shall be preservative treated in accordance with the requirements of AASHTO M 133 and AWPA U1, UC4A Commodity Specification B: Posts.

710.08 Guardrail Hardware Revise this subsection by replacing "**AASHTO M 298**" with "**ASTM B695**"

SECTION 711
MISCELLANEOUS BRIDGE MATERIAL

711.06 Stud Shear Connector Anchors and Fasteners Amend this section by deleting it in its entirety and replacing it with:
"Shear connectors shall meet the dimensional tolerances of Figure 9.1 of the ANSI/AASHTO/AWS D1.5 Bridge Welding Code (D1.5 Code). Shear connectors, anchors and fasteners shall meet the material requirements of Section 9 of the D1.5 Code. Shear connectors shall meet the mechanical property requirements of Table 9.1, Type B of the D1.5 Code. Anchors and fasteners shall meet the mechanical property requirements of Table 9.1 of the D1.5 Code, Type A."

SECTION 712
MISCELLANEOUS HIGHWAY MATERIAL

712.061 Structural Precast Units Amend this section by adding the following sentence to the end of the first paragraph of the Construction subsection:

"Facilities certified by NPCA or PCI shall provide to the Fabrication Engineer a copy of their annual audit to include deficiency reports and corrective actions."

Revise this section by changing the letter "b" of ASTM C1611 of the Concrete Testing subsection so that it reads:

"**b. Air content shall be 5.0% to 8.0%**."

SECTION 713
STRUCTURAL STEEL AND RELATED MATERIAL

Section 713.02 High Strength Bolts
Revise the second sentence of this subsection so that it reads "**Nuts shall meet the requirement ofASTM A563**". Revise the third sentence of this subsection so that it reads "**Circular and beveled washers shall conform to the requirement of ASTM F436**".

SECTION 718
TRAFFIC SIGNALS MATERIAL

718.03 Signal Mounting Amend the paragraph beginning with "All trunions, brackets and…" by adding "**For polycarbonate signal heads with more than 3 sections or requiring mounting extensions greater than 12 inches in length, reinforcing plates shall be used to reinforce the housings at the point of attachment.**" to the end of the paragraph.

718.08 Controller Cabinet Revise this subsection by replacing the paragraph beginning with "The cabinet shall be supplied with LED light panels…" on or about page 7-66 with "**The cabinet shall be supplied with white LED light panels which shall automatically illuminate via a door open switch whenever one of the four main cabinet doors are opened for the ground mount cabinet or two main doors for the side of pole cabinet. The ground mounted cabinet shall contain four LED light panels per side totaling eight panels for the cabinet; one panel each at the top and bottom portion of the front side and back side on the Control side and Power/Auxiliary side of the cabinet. Each light panel shall produce a minimum of 250 lumens for a total minimum lumen output of 2000 lumens with all eight panels illuminated. The minimum output per side would be 1000 lumens. The LED panels shall be protected by a clear shatterproof shield. The side of pole mounted cabinet shall contain four light panels; one at the top of the rack assembly and one at the bottom rack assembly on each side of the cabinet.**

A second door open status switch per door shall activate a controller input to log a report event that one of the doors was opened. All door open status switches shall be connected to the same controller input. For the ground mount cabinet, there shall be two switches on each of the four main doors. For the side-of-pole mount cabinet, there shall be two switches on each of the two main doors."

Revise this subsection by replacing the paragraph beginning with "The cabinet shall be supplied with a generator panel …" on or about page 7-68 with:

"The cabinet shall be supplied with a generator panel. The generator panel shall consist of a manual transfer switch and a twist-lock connector for generator hookup. The transfer switch knob and twist-lock connector shall be located inside a stainless steel enclosure with a separate lockable door accessed with a Corbin #2 key. The unit shall be mounted on the left, exterior of the control side wall of the ground mount cabinet a minimum of 36" above the surrounding grade and on the lower left side of the pole mounted cabinet. The generator transfer switch shall be a Reliance C30A1N Signa Series or approved equal. "

Revise this subsection by removing the following from the paragraph beginning with "The ground mounted cabinet shall be supplied and installed with an electric service meter socket trim and electrical service disconnect switch …" on or about page 7-69: **"(removed: thus preventing that space from being used either by equipment supplied as part of the project, or future equipment that would be installed in the rack system. Joe indicated that he would add this language to the detail so it is covered.)".**

Revise this subsection by replacing the following in the paragraph beginning with "The Contractor shall reconfigure the default user name…" on or around page 7-70; "MaineDOT IT" with "**MaineDOT Traffic Division**".

In the paragraph beginning with "Tests shall be conducted by the contractor…" on or around page 7-73, amend this subsection by removing **"in the state of Maine and"** after "The facility shall be".

Amend this Section by adding the following subsection:

718.13 Field Monitoring Unit (FMU) This item of work shall conform to this specification. This item shall consist of furnishing and installing a Field Monitoring Unit (FMU) and software, as well as all needed accessories required for a full and complete installation, including but not limited to power adapters, Ethernet cables, and interface cables, as described herein.

Where applicable, communications from MaineDOT's cloud-based Central Management System (CMS) to the on-street traffic signal controllers shall be made through fiber optic interconnect cable connected back to existing internet connections and/or the Field Monitoring Unit (FMU). The Contractor shall furnish and install all materials necessary for a complete and operational fiber optic interconnection to all project intersections as shown on the plans. All connections to the CMS cloud-based system shall be via a secure VPN network.

The FMU shall be the only remote connection device used by isolated intersections to connect to the cloud-based system. All connections shall be encrypted VPN tunnels. The Contractor shall coordinate all configuration settings with MaineDOT IT and the Engineer.

The FMU central web based interface shall be a separate element from the CMS.

MATERIALS: The materials for this work shall conform to the following requirements:

1. The work under this item specifies the requirements for the FMU. The FMU shall operate independent of the brand/type of intersection controller deployed in the ATC traffic cabinet.

2. The FMU shall conform to the following requirements:
   - 2.1 The FMU shall function correctly between -34 degrees C and +74 degrees C.
   - 2.2 The FMU shall be provided with appropriately rated connectors that allows the FMU to be exchanged by unplugging connectors, without tools.
   - 2.3 The FMU shall monitor and log all ATC Controller and ATC cabinet faults and or alarms.

2.4 The FMU shall be wired directly to the ATC cabinet.

2.5 The FMU shall have an internal cellular modem running at 4G LTE.

2.5.1 The Cellular modem shall be designed to be replaced / upgraded to 5G service when available.

2.6 The FMU shall incorporate an integrated GPS and cell modem.

2.7 The configuration of the FMU shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the FMU without any special software.

2.8 The FMU shall be powered via a standard 120V input power.

2.9 The FMU shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for any type of controller utilized by the MaineDOT. In this way it shall be possible to configure the controller and utilize the controller specific software to interrogate the controller, and the FMU shall provide the communications pipe which allows this to be accomplished.

2.10 The FMU shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the FMU to function correctly even when all power to the intersection has failed. The battery shall continue to power the FMU for a minimum of 5 hours after all power has failed to the intersection.

2.11 The FMU shall incorporate an integrated GPS which will allow the FMU to geo-locate itself on the FMU management software map, without configuration.

2.12 The FMU shall operate without requiring a static IP address. The only configuration required at the FMU is to enter the URL of where the FMU management software is hosted.

2.13 In the event that the cell service is interrupted or is not available, the FMU shall store any events that occur in internal memory and forward these events automatically to the FMU management software when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period. The system will store 5000 events.

2.14 The FMU shall utilize HTTP and HTTPS protocols, and XML data structures, for communication with the FMU management software. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.

2.15 The FMU shall include Ethernet communications via an Ethernet Port with RJ45 connector.

2.16 The FMU shall include weather proof antennas.

3. **Map Display FMU Management Software**

3.1 The FMU shall include a scrollable, zoomable map display, with the intersections and other monitored devices shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.

3.2 The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.

3.3 The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by intersections not in alarm.

3.4 The icons shall change to be able to clearly indicate if an intersection is offline.

3.5 Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.

3.6 The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.

3.7 The map view shall have the ability to show Google traffic overlays on the map.

4. **Intersection Detail Display FMU Management Software**

4.1 It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:

4.1.1 The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).

4.1.2 The time since the last communication with the device

4.1.3 The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)

4.1.3.1 The AC mains voltage (value)

4.1.3.2 The battery back-up voltage (value)

4.1.3.3 The cabinet temperature (value)

4.1.3.4 The cabinet humidity (value)

4.1.3.5 The presence of AC power (OK or Fail)

4.1.3.6 The flashing status of the intersection (OK or Flashing)

4.1.3.7 Stop Time status (OK or Stop Time Active)

4.1.3.8 The cabinet door status (Open or Closed)

4.1.3.9 The intersection fan status (Fan On or Fan off)

4.1.4 It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:

4.1.4.1 The AC mains voltage

4.1.4.2 The battery back-up voltage

4.1.4.3 The cabinet temperature

4.1.4.4 The cabinet humidity

5. **Diagnostics and Log Display FMU Management Software**

5.1 From the device level detail within the FMU management software, it shall be possible to drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems.

5.2 It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.

5.3 It shall be possible to print these selected logs to a local printer or a PDF file.

5.4 It shall be possible to export these logs to Excel on the local computer for further analysis.

6. **Alarms FMU Management Software**

6.1 The FMU management software shall have a comprehensive alarm generation capability

6.2 It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.

6.3 Alarms shall be configurable to be of Low, High or Critical Priority.

6.4 The alarm priority shall be displayed throughout the FMU management software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.

6.5 The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

7. **Alerts FMU Management Software**

7.1 The FMU management software shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.

7.2 It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.

7.3 The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.

7.4 The intention is that the FMU management software provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

8. **Hosting and Connectivity and Service FMU / FMU Management Software**

8.1 The contractor shall supply the FMU with the FMU manufacturers 10 year options for Connectivity and Service, as part of the purchase price. The Connectivity and Service agreement shall include at a minimum:

8.1.1 Cellular Connectivity

8.1.2 No cellular overage charges

8.1.3 Extended warranty on the hardware for the period of the Connectivity and Service Agreement

8.1.4 Over-the-air software updates

8.1.5 Over-the-air security updates

8.1.6 Future Connected Vehicles Service

SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS

720.12 Wood Sign Posts Revise the first sentence so that it reads:

Wood sign posts shall be rectangular, straight and sound timber, cut from live growing native spruce, red pine, hemlock, cedar trees or other AWPA approved species, free from loose knots or other structurally weakening defects of importance, such as shake or holes or heart rot.

Revise the third paragraph that starts with “When pressure treated…” so that it reads:

All sign posts shall be pressure-treated in accordance with AASHTO M 133 and AWPA Standard U1, UC4A, Commodity Specification A: Sawn Products.

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 then 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."

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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.

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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 that 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.

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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:

Goals for female participation in each trade 6.9%

Goals for minority participation for each trade
Maine
001 Bangor, ME 0.8%
Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME
SMSA Counties: 4243 Lewiston-Auburn, ME 0.5%
(Androscoggin)

6403 Portland, ME 0.6%
(Cumberland, Sagadahoc)

Non-SMSA Counties: 0.5%
(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 make 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 through 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 sat 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

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D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or $2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

> "This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of $2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States."

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or
2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" (expermnt.htm) 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.

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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."

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Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through October 23, 2023)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of 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. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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 Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

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 Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
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.

APPENDIX A

To

2022 Title VI Implementation Plan

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The ***Maine Department of Transportation*** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through 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 Non-discrimination in Federally Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> ***"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA."***

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted ***Highway Program:***

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-Aid Highway Program activities*** and, in adapted form, in all proposals for negotiated agreements regardless of fundingsource:

> "The ***Maine Department of Transportation,*** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix C and G of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix E 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 D and Appendix F of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the ***Maine Department of Transportation*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the ***FHWA and USDOT*** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the ***FHWA and USDOT***. You must keep records, reports, and submit the material for review upon request to ***FHWA and USDOT***, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

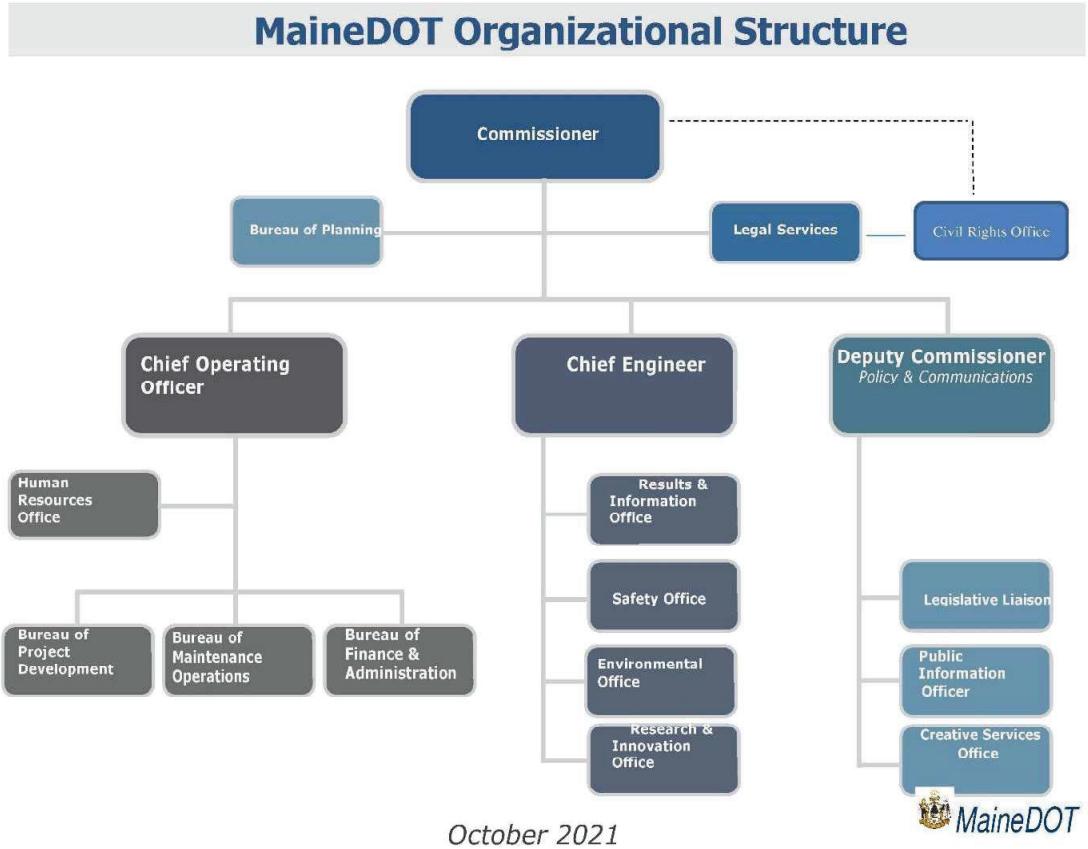
The ***Maine Department of Transportation*** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the ***Federal Aid Highway Program***. This ASSURANCE is binding on ***Maine,*** other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the ***Federal Aid Highway Program***. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

MAINE DEPARTMENT OF TRANSPORTATION
(***Name of Recipient***)

by _____
Bruce A. Van Note, Commissioner

DATED Sept. 13, 2021

APPENDIX B


MaineDOT Organizational Structure
Commissioner
Bureau of Planning
Legal Services
Civil Rights Office
Chief Operating Officer
Chief Engineer
Deputy Commissioner
Policy & Communications
Human Resources Office
Bureau of Project Development
Bureau of Maintenance Operations
Bureau of Finance & Administration
Results & Information Office
Safety Office
Environmental Office
Research & Innovation Office
Legislative Liaison
Public Information Officer
Creative Services Office
October 2021
MaineDOT

APPENDIX C

Performance Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FWHA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto, The

contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX D

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Maine Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with 23 IJ.S. Code 5 107, the Regulations for the Administration of the Federal Aid Highway Program, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. S 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Maine Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Maine Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Maine Department of Transportation, its successors and assigns.

The Maine Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed l,] [and] * (2) that the Maine Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [i and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Maine Department of Transportation pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Maine Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Maine Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Maine Department of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX F

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 discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination 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 Nondiscrimination 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 G

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 nondiscrimination 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. 5 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.Ce 5 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. 5 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. S 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. 5 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC 5 471, 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. 55 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. 5 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 Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL HIGHWAY ADMINISTRATION CIVIL RIGHTS ASSURANCE

The **Maine Department of Transportation** HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Civil Rights Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color or national origin will be subjected to discrimination in the level and quality of transportation services and transportation-related benefits.

2. The Maine Department of Transportation will compile, maintain, and submit in a timely manner Title VI information required in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.

3. The Maine Department of Transportation will make it known to the public that those person or persons alleging discrimination on the basis of race, color or national origin as it relates to the provision of transportation services and transportation-related benefits may file a complaint with the Federal Highway Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipient.

DATE: 9/19/23

Bruce A. Van Note, Commissioner
Maine Department of Transportation

APPENDIX I

TITLE VI/NONDISCRIMINATION POLICY STATEMENT

The Commissioner of the Maine Department of Transportation (MaineDOT) is ultimately responsible for and committed to the effective implementation of the Title VI Program to achieve compliance with Title VI of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all Federal programs and activities. Understanding that the Commissioner will not be performing any day-to-day implementation duties, the MaineDOT conducts its Title VI/Environmental Justice Program in a team approach by involving personnel from all program areas, with guidance from the Title VI Coordinator. Responsibility for the day to day administration of the Program will be delegated to the Title VI Program Coordinator who is currently the Director of the Civil Rights Office. The Title VI Program Coordinator has been delegated sufficient authority and responsibility to effectively carry out her duties.

The Title VI Program Coordinator ensures MaineDOT's compliance with Title VI/Environmental Justice implementing regulations. Bureau Directors are responsible for Program implementation in their Bureaus and shall identify and delegate Title VI/Nondiscrimination Federal Program Area Liaisons to perform the routine data collection/data analysis and process reviews.

Inquiries concerning the MaineDOT's policies, investigations, complaints, compliance with applicable laws, regulations, and concerns regarding compliance with Title VI/Environmental Justice may be directed to:

Maine Department of Transportation
16 State House Station
Augusta, Maine 04333-1116
Telephone (207) 624-3066 | TTY users Dial Relay: 711
sherry.tompkins@maine.gov

MaineDOT is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants, and to ensuring that the public-at-large is afforded access to all of our programs and services whether those programs and activities are federally funded or not.

This Policy Statement will be circulated throughout the MaineDOT, made available to the public, and be included by reference in all contracts, agreements, programs and services administered by the Department of Transportation.

Date: 7/23/21

Bruce A. Van Note, Commissioner

APPENDIX J

SAMPLE QUESTIONS FOR PROGRAM AREA REVIEWS

Bureau of Planning

- What measures do you take to ensure that a cross-section of people representative of the populations affected by the Department's projects, including identifying and proactively reaching out to various and diverse social, economic and ethnic groups, participate in the Department's Public Involvement Process?
- How do you ensure that appropriate accommodations are made for persons with Limited English Proficiency (LEP) (persons who have difficulty speaking, reading, writing and/or understanding English)? Were interpreters available when needed to assist with LEP needs?
- How do you collect and analyze statistical data on race, color and national origin of populations in all areas impacted by the Department's programs or services?

Bureau of Project Development

Property Office

- What mechanisms are used to identify what communities (minority, LEP) are represented in the negotiation phase of property acquisition?
- How do you ensure that Property Office staff who have direct contact with persons affected by the Department's acquisition of property needed for projects, including compliance with the Uniform Relocation Act of 1970?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you process them?

Multimodal Program

- How do you ensure that Local Public Agencies (LPA) provide the Department with signed Title VI assurances (Form 1050.2A), including Appendices A and K, annually?
- How do you ensure that LPAs include in their subcontracts FHWA Form 1273 and Title VI Assurances, including Appendices A and K?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you process them?
- How do ensure that public meetings and notices related to LPA projects comply with Title VI?

Bureau of Maintenance and Operations

- How do you ensure that the Bureau's activities comply with Title VI requirements of nondiscrimination on the basis of race, color or national origin?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you handle them?

APPENDIX K

Subrecipient Reviewed: _____ Date(s) of Desk Audit _____

Reviewer(s) _____

- ☐ Title VI/Nondiscrimination Policy Statement
- ☐ Title VI/Nondiscrimination Assurances
- ☐ Name and position of Title VI/Nondiscrimination Coordinator
- ☐ Title VI/Nondiscrimination Plan
- ☐ Procedures for processing external discrimination complaints
- ☐ A list of external discrimination complaints and lawsuits
- ☐ Any Accommodations for Limited English Proficient Persons
- ☐ Addressing Environmental Justice in minority populations and low-income populations
- ☐ Ensuring nondiscrimination in the public participation process
- ☐ Collecting and analyzing data to ensure nondiscrimination in programs and activities
- ☐ Process for ensuring that solicitations for bid/requests for proposals contain the Title VI/Nondiscrimination Assurance paragraph
- ☐ Process for ensuring subcontracts contain the appropriate contract provisions and language from the Title VI Assurances
- ☐ Process for Ensuring nondiscrimination in the award of contracts
- ☐ Developing a Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report

APPENDIX L

SUB-RECIPIENT TITLE VI COMPLIANCE ASSESSMENT TOOL

23 Code of Federal Regulations (CFR) Part 200.9 (b)(7) requires that the Maine Department of Transportation (MaineDOT) conduct periodic reviews of cities, planning agencies and other recipients of federal-aid highway funds, including locally public agencies, to ensure that they are complying with Title VI of the Civil Rights Act of 1964. Title VI states that "no person in the United States shall be excluded from participation, denied the benefits of, or be subjected to discrimination in any Federally-funded program, policy or activity on the basis of race, color or national origin."

MaineDOT has developed this assessment as a means of determining sub-recipient compliance; helping sub-recipients understand their Title VI responsibilities; and assisting MaineDOT in planning future training and technical assistance.

This assessment is part of MaineDOT's Title VI review process and has been designed to take only a few minutes of your time. Please fax (207-624-3021) or mail (16 State House Station, Augusta, ME 04333-0016) the completed questionnaire with attachments to: Sherry Tompkins, Director of Civil Rights, no later than August 30, 2021

Questions or concerns may be emailed to: sherry.tompkins@maine.gov or you may reach Sherry by phone at (207) 624-3066.

Baseline Questionnaire

1. Name of your Agency: _____

2. Number of full-time and part-time employees: F/T _____ P/T _____

3. Has your agency provided written Title VI Assurances to MaineDOT? If not, please attach a copy. _____

4. Does your agency physically include the Civil Right Special Provisions (FHWA-Form 1273) in all contracts and ensure that they are included in all sub-contracts, including third-tier contracts? _____
   _____

5. Who is the Title VI contract person for your agency? _____.
   Does this person accept complaints from the public? _____ If not, who does?_____.
   Please include title, email and telephone number for each person listed. _____
   _____

6. In the past three years, has your agency been named in a discrimination complaint or lawsuit? _____. If so, when and what was the nature of the complaint or lawsuit and the outcome. _____

_____

_____

_____

7. Does your agency have a written discrimination complaint process? If so, please attach a copy. _____

8. Has your agency made the public aware of the right to file a complaint? _____ If so, by what mechanism _____

_____. Please attach a copy.

9. Does your agency provide free translation services for persons with Limited English Proficiency (LEP)? _____. Please explain _____

_____

_____

_____

10. In the past twelve (12) months, what has your agency done to receive and consider input from all citizen groups, especially minority, low income, disabled and transit-dependent? Please describe, if applicable. _____

_____

_____

_____

11. Does your agency have a method to collect racial and ethnic data on citizens impacted by your projects? _____. If so, please describe. _____

_____

_____

_____

12. Does your agency include the required Disadvantaged Business Enterprise (DBE) assurance language at 49 CFR 26.13(a) and (b) verbatim in all financial agreements, contracts and sub-contracts? (Please see DBE Assurance language below.) _____

****

§26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required, by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each sub-contract the prime contractor signs with a sub-contract) must include the following assurance:

The contractor, sub recipient or sub-contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contactor 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 breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

****

13. Does your agency monitor DBEs on construction projects to ensure they are performing a commercially useful function (CUF)? _____. If so, where is this documented? _____.
If a DBE is not performing a CUF, what actions for steps have you taken? _____

_____

_____

Who do you notify? _____

14. Do you have any questions regarding this assessment or Title VI? _____ Please include them here along with your email address and/or phone number and a MaineDOT representative will respond. _____

15. Would your agency like Title VI training or other Civil Rights technical assistance from MaineDOT? _____. If yes, please explain. _____

Does your agency have teleconferencing ability? _____

16. Please provide the name, title and contact information of the person who completed this baseline assessment. _____

17. Provide an annual report on Title VI accomplishments for the previous year and goals for the next year. _____

APPENDIX M

Maine Department of Transportation
External Discrimination Complaint Form

(Title VI/Nondiscrimination and ADA/Section 504 Complaints)

Name	Phone	Name of Person(s) That Discriminated Against You
Address		Location and Position of Person (If Known)
City, State, Zip		City, State, Zip
Agency involved		Date of Alleged Incident
Discrimination Because of: ☐ Race ☐ Color ☐ National Origin ☐ Sex ☐ Age ☐ Disability		What Remedy are you requesting?
Explain As Briefly And Clearly As Possible What Happened And How You Were Discriminated Against. Indicate Who Was Involved. Be Sure To Include How Other Persons Were Treated Differently Than You. Also Attach Any Written Material Pertaining To Your Case.		
Signature		Date

Please Mail Complaint to:

Maine Department of Transportation
Civil Rights Office
16 State House Station
Augusta, Maine 04333-0016
Or Call (207) 624- 3066 or TYY Relay 711

APPENDIX N

MaineDOT

Integrity • Competence • Service

NON-DISCRIMINATION/TITLE VI POSTER

Title VI and Nondiscrimination Commitment to all USDOT funded programs:
Pursuant to Title VI of the Civil Rights Act of 1964 and related laws and regulations, MaineDOT will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age or disability.

Complaint Procedures:
MaineDOT has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with MaineDOT. Any such complaint must be in writing and filed with the MaineDOT Title VI Coordinator within one hundred eighty (180) calendar days following the date of the alleged discriminatory occurrence. For more information, please contact the MaineDOT's Title VI Coordinator.

ADA/504 Statement:
Pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations, MaineDOT will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. MaineDOT will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access MaineDOT facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, MaineDOT asks that requests be made at least five (5) calendar days prior to the need for accommodation. Questions, concerns, comments or requests for accommodation should be made to MaineDOT's ADA Coordinator.

Services are provided free without charge for individuals with special needs with disabilities. Any fees will be paid by the recipient or subrecipient. The public will have access to translators, "I Speak Cards", TTY/TDD services and vital documents translated when requested.

MaineDOT Title VI

Sherry Y. Tompkins, Director
Civil Rights Office
Maine Department of Transportation
16 State House Station
Augusta, Maine 04333
Office Phone: (207) 624-3066
Cell Phone: (207) 592-0686
TYY: Users Dial MAINE RELAY 711

Call Us with Questions

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, disability or income level, or because you have difficulty with the English language, call us at 207-624-3056. MaineDOT's Civil Rights Office will explain the process for filing a complaint. Complaint forms are on our website.

mainedot.gov/civilrights/title-vi

Language translation services available upon request.

Services de traduction de langue disponibles sur demande.

Servicios de traducción disponibles bajo petición.

要求提供的 语言翻译服务。

Lugha ya tafsiri huduma inapatikana juu ya ombi.
Ladenan panarjamahan Basa aya kana paménta.

خدمات الترجمة اللغة متاحة عند الطلب

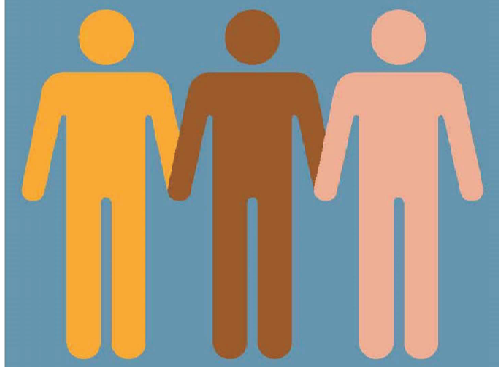
Có các dịch vụ phiên dịch khi quý vị yêu cầu.

MaineDOT

Maine Department of Transportation
Civil Rights Office
16 State House Station
Augusta, Maine 04333-0016
Phone: 207-624-3056
TTY Users Dial Maine Relay 711

mainedot.gov

Know YOUR Rights



MaineDOT
Civil Rights Office

TITLE VI PROGRAM
of the Civil Rights Act

MaineDOT's mission is to provide the people of Maine with a safe, efficient and effective transportation system. Our work is intended to serve the transportation needs of all people in Maine, regardless of race, color, national origin, sex, age, disability, income level or limited English proficiency.

MaineDOT is committed to assuring that none of its activities or programs encourage discrimination. We manage our programs without regard to race, color, national origin, sex, age, disability, income level, or the ability to speak or understand English.

MaineDOT will not allow discrimination by a MaineDOT employee or by recipients of federal-aid funds such as cities, counties, contractors, or planning agencies. MaineDOT prohibits all discriminatory practices which may result in:

- Unfair denial of any service, financial aid or benefit provided by the federally funded program;
- Different standards or requirements for participation in programs;
- Segregation or separate treatment within our programs;
- Differences in the quality, quantity or way in which a benefit is provided;
- Discrimination in any activities in a facility built with federal funds.

To ensure compliance with Title VI, and other related laws, MaineDOT:

- Avoids or reduces harmful health and environmental impacts which programs or activities might have on minority and low-income populations;
- Ensures the full and fair participation by all communities in its decision-making process;
- Prevents the denial, reduction or delay of benefits for minority and low-income populations;
- Provides language interpreters to people who have difficulty understanding English.

How to File a Complaint

If you believe you have been discriminated against, you will need to file a written complaint. The complaint must be submitted within 180 days of the alleged discrimination. The complaint form is on our website for you to download.

Be prepared to fill in:

- Your name, address and phone number;
- The name and address of the organization you believe discriminated against you;
- Details of the alleged discrimination and any other relevant information; and
- The names of anyone we could contact regarding the alleged discrimination.

Once you have filled in the form, mail it to us:

MaineDOT Civil Rights Office

16 State House Station
Augusta, Maine 04333-0016

207-624-3056

Environmental Summary Sheet

WIN: 26340.00 **Date Submitted: 11/22/2023**
Town: West Gardiner to Topsham
CPD Team Leader: Joshua Brown
ENV Field Contact: Jamie Bray

NEPA Complete: Programmatic Categorical Exclusion (CE) 23 CFR 771.117.c.22 issued on 11/22/2023

Section 106
Review Complete: PA-A, No effect 9/15/2023
Section 106 Resources: none

Section 4(f) and 6(f)

Section 4(f)	Section 6(f)
No ROW/no takes	No ROW/no takes

Maine Department of Inland Fisheries and Wildlife Essential Habitat
No Essential Habitat designation at the project site

Section 7
Species of Concern: Northern long-eared bat – Programmatic Consultation: NLAA, see attached AMM's Within Special Provision 105-Environmental Requirements.
Atlantic salmon DPS and CH: No Effect, no in water work

Essential Fish Habitat
NA, due to scope

Maine Department of Agriculture, Conservation, and Forestry
Public Lands, Submerged Land Lease: NA
Maine Land Use Planning Commission: NA

Maine Department of Environmental Protection
NA

Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
NA

Stormwater Review
NA, due to scope

Hazardous Materials Review
Review complete – NA due to scope

Special Provisions Required

Special Provision 105-Environemental Requirements	N/A ☐	Applicable ☒
Special Provision 203-Hazardous Waste	N/A ☐	Applicable ☒
Standard Specification 656-Erosion Control Plan	N/A ☐	Applicable ☒
Special Provision 656-Minor Soil Disturbance	N/A ☒	Applicable ☐
Special Provision 203-Dredge Spec	N/A ☒	Applicable ☐

All permits and approvals based on plans/scope as of: 9/1/2023

Environmental Summary Sheet

WIN: 26342.00 **Date Submitted: 11/20/2023**
Town: Topsham
CPD Team Leader: Joshua Brown
ENV Field Contact: Sam Butler

NEPA Complete: Programmatic Categorical Exclusion (CE) 23 CFR 771.117.c.22 certified on 11/20/2023

Section 106

Review Complete: No effect 9/15/2023
Section 106 Resources: none

Section 4(f) and 6(f)

Section 4(f)	Section 6(f)
No Use No ROW	No Takes, No ROW

Maine Department of Inland Fisheries and Wildlife Essential Habitat

NA based on scope

Section 7

Species of Concern: Northern long-eared bat – Programmatic Consultation: NLAA
Atlantic salmon DPS- No Effect

Essential Fish Habitat

NA, based on scope

Maine Department of Agriculture, Conservation, and Forestry

Public Lands, Submerged Land Lease: NA
Maine Land Use Planning Commission: NA

Maine Department of Environmental Protection

NA

Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Pre-Construction Notification- Corps Permit #NAE-2023-01743

NA

Stormwater Review

NA

Hazardous Materials Review

Review complete – No Hazardous Material Issues Anticipated

Special Provisions Required

Special Provision 105-Environemental Requirements	N/A ☐	Applicable ☒
Special Provision 203-Hazardous Waste	N/A ☐	Applicable ☒
Standard Specification 656-Erosion Control Plan	N/A ☐	Applicable ☒
Special Provision 656-Minor Soil Disturbance	N/A ☒	Applicable ☐
Special Provision 203-Dredge Spec	N/A ☒	Applicable ☐
General Note for Hazardous Waste	N/A ☒	Applicable ☐

**All permits and approvals based on plans/scope as of: 9/1/2023*

MaineDOT

Environmental Summary Sheet

WIN: 26884.00 **Date Submitted: 1/25/2024**
Town: Various I-295 Bridge Joints
CPD Team Leader: Andrea Brady
ENV Field Contact: Valerie Derosier

NEPA Complete: Programmatic Categorical Exclusion (CE) 23 CFR §771.117(c)(28) issued on 1/25/2024

☐ **Section 106**
Review Complete: PA-F
Section 106 Resources: none

☐ **Section 4(f) and 6(f)**
Section 4(f) - No ROW/no use
Section 6(f) - No ROW/no takes

☐ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**
Not Applicable **Timing Window:** Not Applicable

☒ **Section 7**
Species of Concern: Northern long-eared bat: No effect
Atlantic salmon: No effect – no in water work
-Special Conditions apply. See Special Provision 105

☐ **Essential Fish Habitat**
NA due to scope.

☐ **Maine Department of Conservation/Public Lands, Submerged Land Lease**
Not Applicable

☐ **Maine Land Use Regulation Commission**
Not Applicable

☐ **Maine Department of Environmental Protection**
Not Applicable – Exempt

☐ **Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**
No jurisdiction

**Applicable Standards and Permits are included with the contract*

☐ **Stormwater Review**
N/A due to scope

☐ **Hazardous Material Review**
Assessment complete- no known hazardous issues in project limits

☐ **Special Provisions Required**

Special Provision 105-Environmental Requirements	N/A☐	**Applicable**☒
Special Provision 203-Dredge Spec	N/A☒	Applicable ☐
Standard Specification 656-Erosion Control Plan	N/A☐	**Applicable**☒
Special Provision 656-Minor Soil Disturbance	N/A☒	Applicable ☐
General Note for Hazardous Waste	N/A☒	Applicable ☐

**All permits and approvals based on plans/scope as of: 1/25/2024*