

Updated 05/15/2020

STATE PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

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

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, March 2020 Edition.

NOTICE

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

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

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

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

NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

as Principal, and _____ as Surety, a

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

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

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

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

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

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

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

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

RFI No:

Date _____ **Time** _____

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

Question(s): _____

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

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

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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 (Department), 16 SHS, Augusta, Maine 04333-0016, and endorsed on the wrapper **"Bid for Demolition/Removal of one (1) Building Unit and any additions located at 12 McKay Road in Lincolnville, Maine"** will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until **11:00 A.M.** (prevailing time) on **May 15, 2024** and at that time and place publicly opened and read. Bids will be accepted from contractors and building movers/wreckers that can demonstrate previous successful completion of projects of a similar size and scope. All other Bids may be rejected. **We now accept electronic bids for those 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: State Aid Project No. WIN 026568.01

Location: In Waldo County, the building(s) are located at 12 McKay Road, in Lincolnville, ME.

Outline of Work: Demolition/Removal of a Restaurant and Shack along with any other outbuildings/structures located at 12 McKay Road in Lincolnville. The buildings may be inspected by contacting **Brian Mulhern** of MaineDOT Property Office at (207) 624-3033 to arrange entry.

For general information regarding Bidding and Contracting procedures, contact George MacDougall at (207) 624-3353. 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 (not drawings), and bid results. For project-specific information, FAX all questions to **Brian Mulhern** 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 the Monday prior to bid date will not be answered. Bidders shall not contact any other Department 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 Books and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department's website at www.maine.gov/mdot or may be purchased from the Department between the hours of 7:00 A.M. to 3:30 P.M. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation; **Attn.: Mailroom**, 16 State House Station, Augusta, Maine 04333-0016. They may also be purchased by telephone at (207) 624-3536 between the hours of 7:00 A.M. to 3:30 P.M. Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

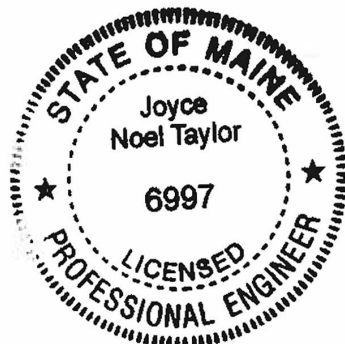
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, 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 State Laws.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, priced at \$10.00 [\$15.00 by mail], and *Standard Details, March 2020 Edition*, priced at \$10.00 [\$15.00 by mail]. Standard Detail Updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
May 1, 2024



JOYCE NOEL TAYLOR, P.E.
CHIEF ENGINEER

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

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)

4/25/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 026568.01

Project(s): 026568.01

SECTION: 1 INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.08 REMOVING BUILDING NO.: 1	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 Maine, with its principal place of business located at _____

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

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 026568.01, for the Demolition and Removal of a Restaurant and Lobster Shack and any additional structures (sheds, decks etc.) and abide by appropriate procedure for the Well/Sewer located at 12 McKay Road, Lincolnville, County of Waldo, Maine.** The Work includes demolition, maintenance of site 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 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 **July 19, 2024**. 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, Revision of March 2020 and related Special Provisions.

C. Price

The quantities given in the Schedule of Items of the Bid Package (if applicable) 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 the amount of this **Lump Sum** 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, Maine DOT Standard Specifications, Revision of March 2020, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (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, Maine DOT Standard Specifications, Revision of March 2020, Supplemental Specifications, Special Provisions, Contract Agreement; and Bonds contained herein for demolition of:

WIN 026568.01 Lincolnville: Demolition and removal of a Restaurant and Lobster Shack and any additional structures located at 12 McKay Road in Lincolnville, Waldo County, 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 perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the **Lump Sum** 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.

Offerer also agrees:

First: To do any extra Work, not covered by the attached “Schedule of Items”, which may be ordered by the Maine DOT Resident or Project Manager, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of March 2020, 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 on the date specified in the Maine DOT Resident Engineer’s or Project Manager’s “Notice to Commence Work” as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: If Federal funding is involved, 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 Maine, with its principal place of business located at _____

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

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 026568.01, for the Demolition and Removal of a Restaurant and Lobster Shack and any additional structures (sheds, decks ect..)** **and abide by appropriate procedure for the Well/Sewer located at 12 McKay Road, Lincolnville** County of **Waldo**, Maine. The Work includes demolition, maintenance of site 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 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 **July 19, 2024**. 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, Revision of March 2020 and related Special Provisions.

C. Price

The quantities given in the Schedule of Items of the Bid Package (if applicable) 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 the amount of this **Lump Sum** 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, Maine DOT Standard Specifications, Revision of March 2020, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (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, Maine DOT Standard Specifications, Revision of March 2020, Supplemental Specifications, Special Provisions, Contract Agreement; and Bonds contained herein for demolition of:

WIN 026568.01 Lincolnville: Demolition and removal of a Restaurant and Lobster Shack and any additional structures located at 12 McKay Road in Lincolnville, Waldo County, 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 perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the **Lump Sum** 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.

Offerer also agrees:

First: To do any extra Work, not covered by the attached “Schedule of Items”, which may be ordered by the Maine DOT Resident or Project Manager, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of March 2020, 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 on the date specified in the Maine DOT Resident Engineer’s or Project Manager’s “Notice to Commence Work” as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: If Federal funding is involved, 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:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.01 **12345.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

Date

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

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

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

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

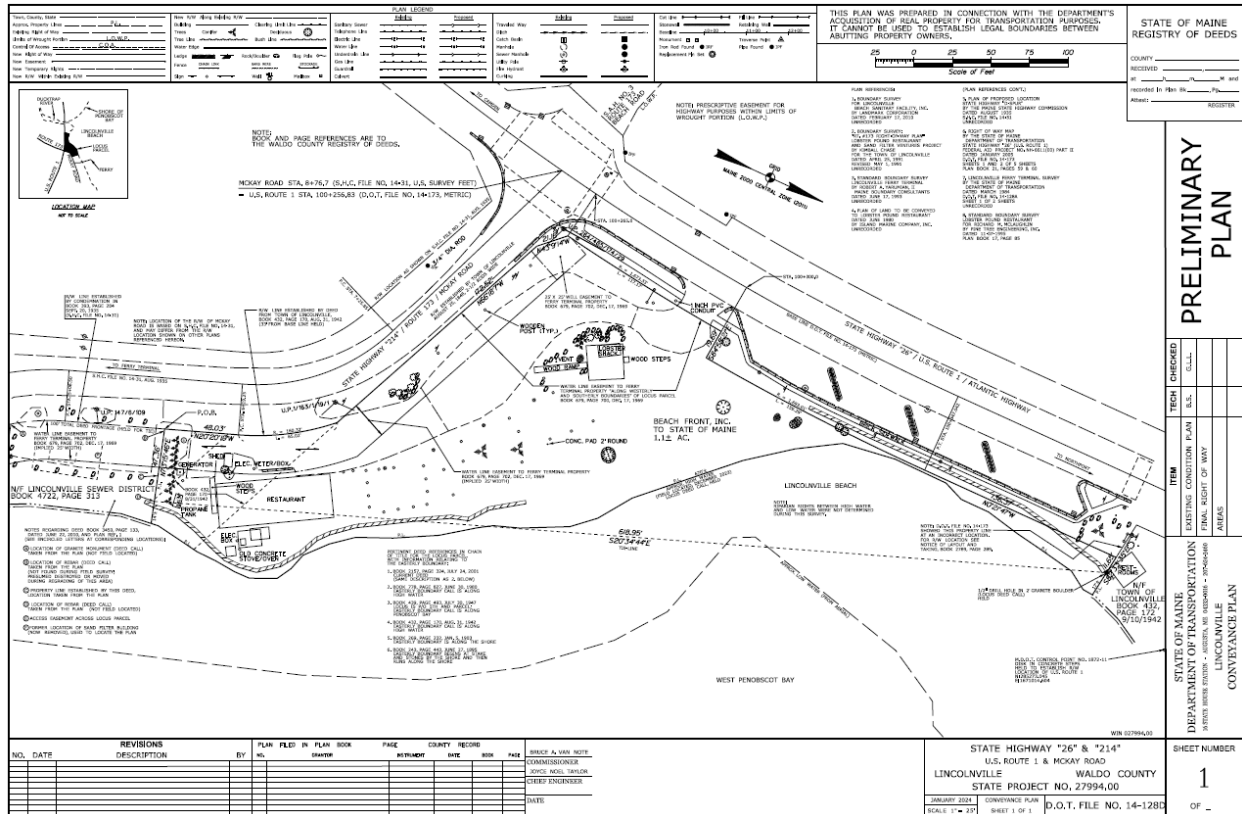
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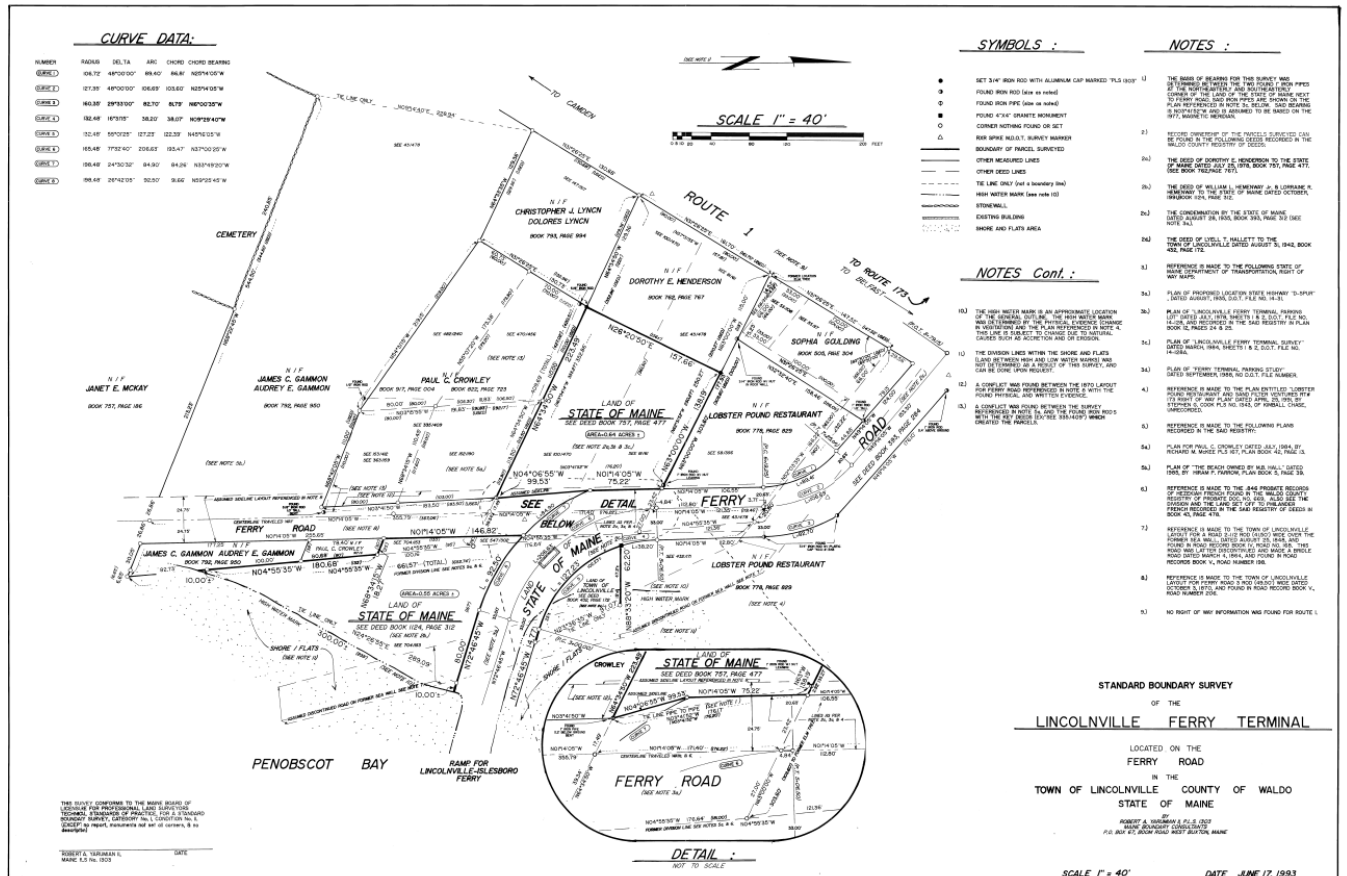
Plans

Photographs

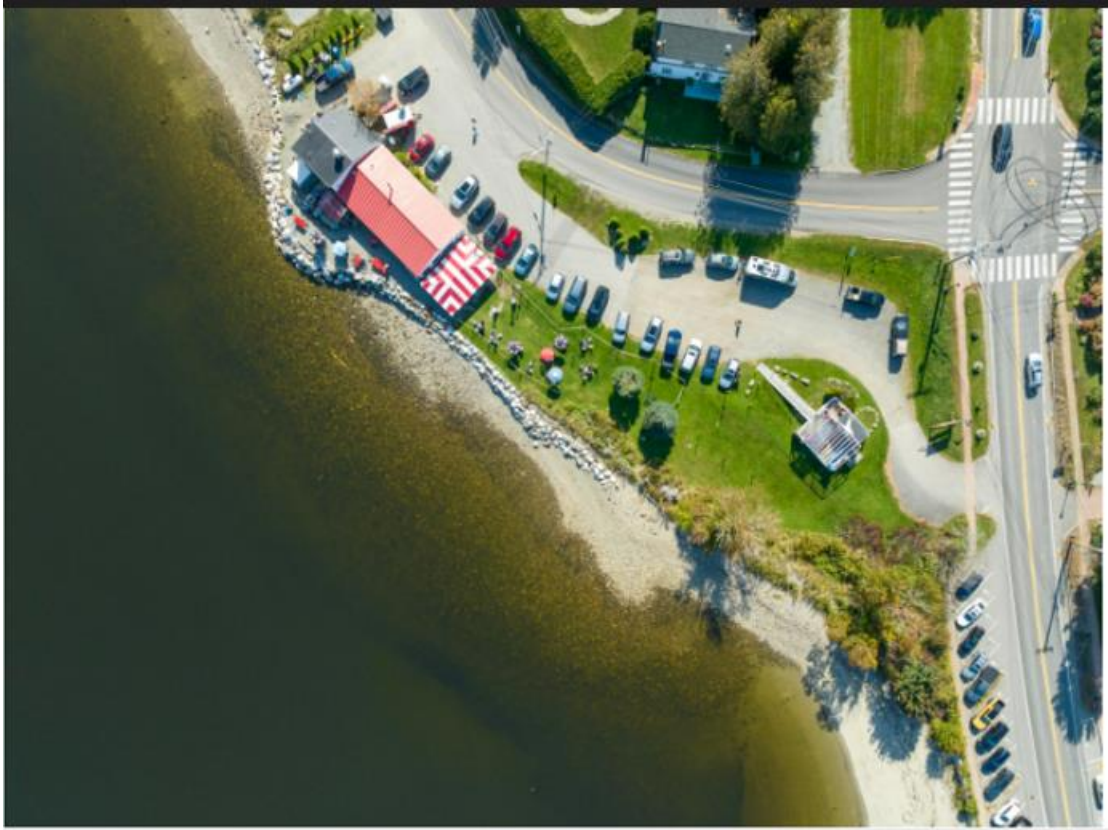
Preliminary Plan



Standard Boundary Survey



Pictures





WIN 026568.01 Lincolnville, Maine

Demolition or Removal of Buildings Contract

General Provisions

The bid and all work in connection with the proposed contract shall be in full conformity with the Maine State Department of Transportation, Standard Specifications, Highways and Bridges, Revision of March, 2020 (hereafter "Standard Specifications"), except as modified by the following special provisions. Copies of the Standard Specifications may be obtained from the State Department of Transportation upon payment of ten dollars (\$10.00) each or fifteen [\$15.00] by mail, also may be obtained free on the Maine DOT website at <http://www.maine.gov/mdot/contractors/publications/>.

The Maine Department of Transportation (hereafter "Department") hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex or national origin in consideration for an award.

Special Provisions

1. The bid shall be made upon forms furnished by the Department and shall consist of the "Notice to Contractors", the completed "Acknowledgement of Bid Amendment Form", completed "Schedule of Items", both copies of the completed "Contract Agreement, Offer & Award" forms, Plan of Area (if applicable), a Bid Bond or Bid Guarantee, and any other certifications or bid requirements listed in the Bid Book.

BIDS MUST BE SUBMITTED IN THE ATTACHED ENVELOPE.

Bid Guaranty.

Bids must be accompanied by a bid guaranty that complies with all the requirements of this section, unless noted otherwise in the "Notice to Contractors".

The bid guaranty must be: (A) a cashier's check, certified check or United States Postal Money Order in the amount of 5% of the Bid made payable to the "Treasurer - State of Maine" or (B) a Bid Bond for 5% of the Bid conforming to the next paragraph.

Bid Bonds must be: (A) issued by an insurance company licensed or approved by the State of Maine, Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine; (B) properly signed by the Bidder (as Principal) and a duly authorized representative of the insurance company referenced above, and (C) on the Department's Bid Bond form (or an exact copy thereof) OR must not contain any significant variations from said form as determined in the sole discretion of the Department.

2. Definition of a Unit. A "unit" is defined as any structure and its auxiliary buildings.

3. Bid Price. A bid price shall be a lump sum bid price, to be paid either by the State of Maine or to the State of Maine as indicated on the bid sheet. Bids are a firm fixed price offer and shall not be conditional. This lump sum bid shall cover all labor, equipment, material, and all miscellaneous items necessary to the performance of the work and all the required incidental work as outlined herein. **The Contractor shall submit a Traffic Control plan as described in Section 652.3.3** in the Standard Specifications. Payment for Traffic Control will be included in the lump sum bid price. This lump sum bid will be indicated on the Bid Form under the Demolition or Removal Section included herein.

With a bid, which indicates a credit to the Maine Department of Transportation, the bidder is required to forward with the bid a separate certified check, cashier's check or U.S. Postal Money Order drawn to the order of the Treasurer, State of Maine for the credit amount shown on the bid. This is in addition to Bid Guaranty.

4. Competence and Qualifications of Bidders. Prior to award of a contract, the apparent successful bidder may be asked to submit to the Department any or all of the following:

a. A statement indicating recent experience on similar work.

b. A statement that the Contractor has sufficient machinery, equipment, and personnel to perform the work described in the contract satisfactorily, and within the required time limit.

c. A financial statement.

5. Award and Execution of Contract. The contract will be awarded or the bid rejected by the Department within thirty (30) days after the opening of the bids. Although Bids will normally expire 30 days after bid opening, a bid may be extended if the Department requests and the bidder agrees to give the Department additional time before award.

Awards will be made to the responsible bidder with the lowest responsive Bid, with an amount "TO BE PAID BY THE STATE OF MAINE", unless there is a responsive Bid which contains a credit amount "TO BE PAID TO THE STATE OF MAINE. If there are more than one responsive Bid offering a credit to the State of Maine, then the highest responsive credit Bid becomes the apparent successful bidder. The Department reserves the right to accept or reject any bid. In the case of two (2) or more equal bids, the Department shall decide to whom the contract will be awarded in accordance with Title 5 § 1816(8). In the interest of preserving existing housing, the Department may, if the option is available in the bid package, elect to accept a bid for removal and relocation rather than one for demolition. The successful Bidder will be notified in writing if payment and performance bonds are required, and upon receipt of any required bonds, that said bidder has been awarded the Contract. Otherwise the successful bidder will be simply notified in writing that it has been awarded the contract.

6. Return of Bid Guaranty. All Bid Guaranties, other than bid bonds, except that of the lowest bidder or highest bidder, as applicable, will be returned within ten (10) days following the opening and checking of bids. Upon award of a contract to the successful bidder, the bid bonds of the unsuccessful bidders expire.

In case all bids are rejected, all Bid Guaranties other than Bid Bonds will be returned within three (3) days of the date of rejection. All bids will be opened, although the Department retains the right to reject any and all bids. Rejected bids will not be returned unless the bidder requests in writing that the Bid be returned. Bidders whose bids are rejected will be notified in writing of the fact that their Bid was rejected and the reason it was rejected.

7. Execution of Contract. The Department uses the Agreement Offer and Award process used by the Federal government on construction contracts. The signed, properly completed, responsive Bid is the offer. Once the Department has opened, reviewed the bid, and performed a successful responsibility check on the bidder, then the successful bidder will receive a written "Notice of Intent to Award" letter requesting the insurance certificate per the Standard Specifications or a lesser amount of insurance incorporated into the bid package by Special Provision. The Department will then accept the offer, co-sign the agreement form provided in the bid package, and a contract will be formed. If the resulting contract will equal or exceed \$100,000, then payment and performance bonds will be requested in addition to the insurance certificate noted above.

8. In the event the contract is not executed by the Department within thirty (30) days after the date of bid opening, the successful Bidder shall have the right to withdraw his bid without loss of Bid Guaranty. No Bid shall be considered binding upon the Department until the execution of the contract by the Department. Execution shall take place when the Commissioner or Deputy Commissioner has co-signed the Offer, Agreement and Award Form.

9. Start and Completion of Work. Work under the contract (hereafter "Work") shall be started within ten (10) days of receipt of a fully executed contract. The Contractor will notify the Maine DOT Property Manager prior to start of the Work and agrees that, once demolition is commenced, the Work will be performed continuously from day to day until completion. The completion date will be that noted on the Contract Agreement, Offer & Award Form, unless otherwise noted in the contract.

In the event the Contractor is unable to complete the work by the completion date, and the Department determines that the cause of delay to the Contractor was due to circumstances beyond the control of the Contractor, the Department shall have the absolute right to extend the completion date accordingly. For each calendar day that the work shall remain incomplete after the completion date, there shall be deducted from any monies due under the contract, not as a penalty, but as liquidated damages, the sum of One Hundred Dollars (\$100.00) per day, with the exception of Sundays and Holidays.

10. Scope of Work

- A. The Work shall consist of the complete Demolition or Removal of the following units:

Unit 1— primarily a Restaurant structure (2,555+- sq.ft.), but also to include an additional Shack structure at 12 McKay Road, Lincolnville. (See attached photos and preliminary plan)

General: (1) The following shall be completely removed: Restaurant (including additional structures), Lobster Shack (including additional structures) and any Real

Property located inside both Restaurant and Shack. Well to be abandoned in accordance with CMR CHAPTER 232-Well Drillers and Pump Installer Rules.

(2) Demolition of the structures will be conducted entirely from the premise (unit location).

If Septic System: The septic tank shall be pumped out to remove waste material and shall be broken up and removed from the site. It shall then be backfilled with gravel as required under the provisions regarding excavations below.

If Wells: All water wells shall be abandoned; well casing shall be cut and capped at a depth of three feet below existing grade. (Properly abandoned by a Maine licensed water well driller in accordance with the Maine Well Drillers and Pump Installers Rules – See Special Provision 202.)

All excavations: shall be filled and compacted using vibratory equipment in one-foot layers to the surrounding existing grade levels. In this process, the contour and grades of the abutting land are to be followed. Erosion control including loaming, seeding, and mulch shall be done and will be considered to be incidental to the contract.

- B. Ownership of Buildings and Materials: All buildings and materials contained therein (except as specified in Paragraph "C"), and any items connected with the property of a personal property nature shall become the property of the Contractor and shall be completely removed from the proposed highway construction area. Ownership reverts to Contractor upon awarding of contract by Commissioner of Maine Department of Transportation. All debris and unusable materials shall be removed to an approved transfer station or approved landfill. Under no circumstances shall any material or debris be disposed of by burning on the premises nor shall the debris be burned at an off-premise site.
- C. All plywood panels, hasps, padlocks, and other materials used to secure these buildings will remain the property of the Department of Transportation. These panels and padlocks will be transported to a location in the area to be determined by the Project Manager.
- D. Rodent Control. With the "Notice to Proceed", or when a building becomes available to the Contractor, the Contractor will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Contractor has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The Contractor will reinspect the building within 7 days after the extermination services are performed. The cost of extermination services until the building is found to be rodent free will be paid for as a specialty item under Section 109 of the Standard Specifications.

Each building shall be removed promptly after notification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

- E. Temporary Barricades and Signs. The Contractor shall provide and maintain all temporary barricades, signs or other safety measures necessary.
- F. Asbestos. See Special Provision Section 202 – Removal of Structure and Obstructions.
- G. Traffic. All lanes of traffic on McKay Road must be maintained at all times and at least one lane of traffic must be maintained at all times on McKay Road, with flaggers as per the MUTCD.

11. Utilities. Contractor shall remove all utility service connections (aerial and underground) prior to demolition of any building. All existing sewer connections shall be cut off and sealed with a water and gas tight seal to the satisfaction of MaineDOT before such connections are covered by any fill material. Water connections or services shall be cut and completely capped or plugged in a manner to prevent any flow or seepage of water into any excavated area.

12. Permits and Conformity with Laws and Ordinances. The Contractor shall obtain any and all permits or licenses necessary for the performance of the work and shall familiarize himself with and conform to all Federal, State, and local laws, regulations, or ordinances applicable to the work.

13. Insurance. Contractor shall purchase and maintain during the term of this contract comprehensive liability insurance as noted in the Departments Standard Specifications, or otherwise specified by Special Provision herein, coverage for death, personal injury or property damage which may occur as a result of Contractor's work under this contract. (See Section 110 of the Standard Specifications, entitled Indemnification, Bonding and Insurance)

14. Non-discrimination. During the performance of this contract the Contractor agrees to comply with the requirements imposed by Title 5 M.R.S.A. & 784(2), which statute is hereby incorporated by reference.

15. Payment. Payment will be made in one lump sum unless the Department and the Contractor agree to progress payments at completion of agreed intermediary milestones. Before the Department may accept the work, the Contractor must submit both a notification of the completion of the work and a written statement that all bills incurred in doing the work have been paid. After receipt and consideration of these statements the Department will accept or reject the work.

16. Notices. All notices, invoices, payments and correspondence required or generated under the terms of this contract shall be sent to the following:

To Department

Attention: Brian Mulhern
Property Office
Maine Department of Transportation
State House Station 16
Augusta, Maine 04333-0016

To Contractor

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

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

2024 Fair Minimum Wage Rates -- Building 2 Waldo County (other than 1 or 2 family homes)

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$32.25	\$2.95	\$35.20
Bulldozer Operator	\$31.50	\$7.53	\$39.03
Carpenter	\$27.42	\$8.02	\$35.44
Cement Masons And Concrete Finisher	\$22.63	\$3.67	\$26.30
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$21.00	\$0.33	\$21.33
Construction Laborer	\$22.00	\$2.28	\$24.28
Crane And Tower Operators	\$34.00	\$10.12	\$44.12
Crushing Grinding And Polishing Machine Operators	\$23.00	\$4.94	\$27.94
Drywall And Ceiling Tile Installers	\$26.20	\$10.62	\$36.82
Earth Drillers - Except Oil And Gas	\$21.41	\$5.51	\$26.92
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$37.58	\$6.36	\$43.94
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$26.00	\$7.01	\$33.01
Excavator Operator	\$29.50	\$2.71	\$32.21
Fence Erectors	\$26.75	\$4.05	\$30.80
Flaggers	\$20.00	\$0.38	\$20.38
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.00	\$6.21	\$33.21
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$23.00	\$1.99	\$24.99
Hazardous Materials Removal Workers	\$20.63	\$1.25	\$21.88
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$31.00	\$5.84	\$36.84
Heavy And Tractor - Trailer Truck Drivers	\$22.50	\$1.01	\$23.51
Highway Maintenance Workers	\$20.00	\$0.00	\$20.00
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$23.00	\$3.59	\$26.59
Ironworker - Ornamental	\$27.75	\$4.50	\$32.25
Light Truck Or Delivery Services Drivers	\$23.34	\$1.67	\$25.01
Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$27.75	\$4.89	\$32.64
Operating Engineers And Other Equipment Operators	\$24.00	\$2.38	\$26.38
Paver Operator	\$27.03	\$6.49	\$33.52
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.89	\$33.39
Plumbers Pipe Fitters And Steamfitters	\$29.50	\$5.48	\$34.98
Pump Operators - Except Wellhead Pumps	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$27.03	\$7.68	\$34.71
Reinforcing Iron And Rebar Workers	\$23.50	\$25.11	\$48.61
Riggers	\$29.25	\$7.79	\$37.04
Roofers	\$23.25	\$3.04	\$26.29
Screed/Wheelman	\$29.25	\$4.94	\$34.19
Sheet Metal Workers	\$26.91	\$6.05	\$32.96
Structural Iron And Steel Workers	\$30.00	\$7.46	\$37.46
Tapers	\$25.00	\$5.11	\$30.11
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$30.00	\$2.39	\$32.39
Telecommunications Line Installers And Repairers	\$23.00	\$5.16	\$28.16
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

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

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

A true copy

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

Expiration Date: 12-31-2024
Revision Date: 1-3-2024

Building Demolition/Removal
McLaughlin's Lobster Restaurant and Shack
12 McKay Road
Win: 026568.01

SPECIAL PROVISION
SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Under Section 202.02 of the Standard Specifications, ownership of buildings and all equipment, fixtures, and materials therein shall be interpreted as meaning all equipment, fixtures, and materials that are recognized as real property. Any items that are recognized as personal property are excepted and are reserved to the owner. If the bidder is in doubt as to whether any item not listed is real or personal property, they shall request a determination of the matter prior to date on which bids are to be received.

All debris and unusable demolition materials shall be removed to an approved transfer station or approved landfill. Under no circumstances shall any material or debris be disposed of by burning on the premises nor shall the debris be burned at an off-premise site. For a related provision, see Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation. All fill material used for the foundation cavities shall meet the Standard Specification requirements for Common Borrow, Section 703.18.

Demolition of the structures will be conducted entirely from the unit location. At no time will demolition vehicles or equipment be in the highway right-of-way. The contractor shall provide and maintain all temporary barricades, signs, or other safety measures as necessary to complete the work. The contractor shall obtain any and all permits or licenses necessary for the performance of the work and conform to all Federal, State, and local laws, regulations or ordinances applicable to the work.

The following list of items is to be reserved to the property owners and/or occupants of Buildings:

- **No Reservations**

Buildings to be removed under Section 202 - Removing Structures and Obstructions of the contract will be made available to the Contractor as follows:

- **Once the project has been awarded, the Project Manager will be in contact with the Contractor to discuss access and building availability. Immediate removal is recommended.**

Building:

Restaurant (Estimated at 2,555 SQ.FT.); Lobster Shack; Additional structures on property.

Utilities:

Electrical Panel and Heat Pump (if any)

Electric Meter/Box

Gas Meter (if any)

Propane Tank

Well & Sewer

Real Property:

Household Items: Water Heater; Woodstove; Water Treatment System; Fireplace; Old Concrete Stove/Oven

Exterior:

Wood Deck; Sheds; Stone Fire Pit

Other:

N/A

Hazardous Materials:

A Hazardous Materials Survey was conducted for the structures (seasonal restaurant, seasonal bar, shed) associated with the subject property. Specifically, the assessment included an Asbestos Demolition Impact Survey, a Lead-Based Paint (LBP)/lead-containing surface coating determination, a Polychlorinated Biphenyl (PCB) screening, and an inventory of potential Universal and/or Hazardous Wastes or materials for the structures.

LBP/lead-containing surface coatings were not identified on interior and/or exterior surfaces of the subject structures. And, based on the age of construction, PCB-containing building materials are not expected to be present on or within the subject property structures. Laboratory analytical results for the subject structures did not identify sampled materials as Asbestos-Containing Materials (ACM). However, if during demolition it is determined that ACM is present, the Contractor shall be responsible for proper management of the ACM, including any laboratory testing in accordance with General Regulations of Maine Department of Environmental Protection (MDEP) Chapter 425 – Asbestos Management Rules, and those required by a disposal facility licensed by the MDEP.

If asbestos is found, the Contractor will employ a DEP certified Asbestos Abatement Contractor for its removal and disposal. The Department will bear all expenses incurred in the abatement of any asbestos containing material as detailed in Standard Specification 109.7.5 - Force Account. Any questions can be directed to the Office of Legal Service (624-3020).

The subject structures were also evaluated for the presence of potential Universal and/or Hazardous Wastes. This inventory identified sixteen four-foot fluorescent light bulbs, eight, eight-foot fluorescent light bulbs, twelve suspect PCB-containing light ballasts, and one Emergency Exit

sign. These materials were observed in the seasonal restaurant. Hazardous materials were not identified in the remaining two structures.

The Contractor shall follow the best management practices for Universal and/or Hazardous Wastes - identification, removal/handling and proper disposal in accordance with applicable state, and municipal codes, regulations, and standards.

A copy of the Hazardous Materials Assessment – McLaughlin’s Lobster Shack, 12 McKay Road, Lincolnville, Maine is included in Appendix P of this Special Provision.

Drilled Bedrock Well – Abandonment:

The Contractor is responsible for proper abandonment of the existing drilled bedrock well on the subject property. The Contractor shall ensure that the bedrock well is abandoned following Maine Department of Health and Human Services – CMR Chapter 232 – Well Drillers and Pump Installers Rules, Chapter 7 – Abandonment of Wells. At a minimum:

- A. Well abandonment shall be performed by either a licensed Master or Journeyman Well or Geothermal Heat Exchange Driller or a licensed Master or Journeyman Pump Installer in the responsible charge of a licensed well drilling company.
- B. Abandoned wells or boreholes shall be sealed in a manner appropriate to the entry of contaminants and from the mixing of waters from separate water bearing zones.
- C. Neat cement, high solids bentonite grout or bentonite chips shall be used for the sealing process.
- D. Well casings shall not be removed without the borehole in bedrock having been permanently sealed, using practices currently accepted by the well water industry.

All plywood panels, hasps, padlocks and other materials used to secure these buildings will remain the Department of Transportation. These panels and padlocks will be transported to a location in the area to be determined by the Property Manager.

If not completed by the Property Manager, the Contractor shall remove all utility service connections prior to the demolition of any building. The Contractor shall coordinate the disconnection of overhead utilities with the appropriate utility companies. Electrical service within portions of any building to be removed shall be disconnected or otherwise shut off by a licensed electrician. Sewer connections shall be cut off and sealed with a water and gas-tight seal or pumped and removed in their entirety. Water connections or services shall be cut and completely capped or plugged in a manner to prevent any flow or seepage of water into the excavated area.

The Contractor shall remove and dispose of the building to the foundation, not disturbing the earth beneath the foundation as indicated on plans or bid documents

Failure by the Maine State Department of Transportation to meet dates of availability may entitle the Contractor to time extension if requested by the Contractor, in writing, such request indicating delays in construction, if any, caused by changes in availability dates.

The Contractor shall not remove a building until the Contractor has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The cost of extermination services until the building is found to be rodent free will be paid for under Section 109 – Force Account.

Each building shall be removed promptly after certification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

The Contractor will re-inspect the building within 7 days after the extermination services are performed. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

The building shall be removed promptly after certification that it is free of rodents.

Upon notice of availability, ownership of the buildings and all the equipment, fixtures, and materials therein shall transfer from the State to the Contractor who then shall proceed with the work required. The buildings shall not be used or occupied for any purpose and shall be removed as soon as possible after the date available. All equipment belonging to a utility is excepted from transfer from the State to the Contractor.

Start and Completion of Work: Work under the contract shall be started within ten (10) days of receipt of a fully executed contract. The Contractor will notify the MaineDOT Property Manager prior to the start of the work and agrees that once the demolition is commenced. The work will be performed continuously from day-to-day until completion. The completion date will be that noted on the Contract Agreement, Offer & Award Form.

Method of Measurement: Removing the building will be measured by the lump sum payment.

Basis of Payment: All work will be paid for at the contract Lump Sum price, which shall be full compensation for all materials, labor, and equipment necessary for the work described above and as shown in the Plans and/or as directed by the Resident.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
202.08 Removing Building/Unit	Lump Sum

January 8, 2024

Mr. Dwight Doughty, Jr.
Manager / Hydrogeologist
Groundwater and Hazardous Waste Division
Maine Department of Transportation
16 State House Station
Augusta, Maine 04333
dwight.doughty@maine.gov

**Re: Hazardous Materials Assessment | McLaughlin's Lobster Shack | 12 McKay Road |
Lincolville, Maine**

Dear Mr. Doughty:

Haley Ward, Inc. (Haley Ward) completed a Hazardous Materials Survey for the structures associated with the McLaughlin's Lobster Shack property located at 12 McKay Road in Lincolville, Maine. The assessment included the completion of an Asbestos Demolition Impact Survey, a Lead-Based Paint (LBP)/lead-containing surface coating determination, Polychlorinated Biphenyl (PCB) screening, and an inventory of potential Universal and/or Hazardous Wastes or materials for the structures on the property. The property includes a single-story seasonal restaurant, a shed, and a single-story, seasonal bar.

ASBESTOS DEMOLITION IMPACT SURVEY

The Asbestos Demolition Impact Survey was conducted in accordance with the Maine Department of Environmental Protection (MDEP) Asbestos Management Regulations (06-096 C.M.R. Chapter 425 (2011)) and was completed to provide the Maine Department of Transportation (MDOT) with information regarding the presence of asbestos-containing materials (ACM) within the interior and on the exterior of the structures. Ms. Deborah Kasik (Haley Ward), an asbestos inspector licensed by MDEP (AI#-0177), performed the field survey on December 19, 2023. A copy of Ms. Kasik's Asbestos Inspector certification is included in **Attachment A**. Completion of the Asbestos Demolition Impact Survey included:

- Visual identification of suspect ACM on the interior and exterior of the affected structures.
- Collection of thirty (30) bulk samples of suspect ACM from the interior and exterior of the affected structures in accordance with MDEP regulations.
- Quantification of ACM identified by laboratory analysis.

As with any scientific study, an Asbestos Demolition Impact Survey is subject to a variety of limitations. Limitations to be considered in interpreting the results of the survey include the following:

- Variations in building materials used during construction and subsequent renovations.
- Inaccessible areas within wall cavities, below sub-floors, and above solid ceilings.
- Condition of the structures at the time of the survey.

The following is a summary of field findings and laboratory analytical results of the survey:

Thirty (30) samples of suspect ACM were collected from the interior and exterior of the site structures including:

Seasonal Restaurant

- Asphalt roof shingles (interior attic; beneath metal roof)
- Wall panel material
- Wall panel adhesive
- Sheetrock wall and ceiling material
- Textured wall material
- Caulk near kitchen window
- Asphalt roof shingles (exterior; 2nd floor office)
- Ceramic tile adhesive

Shed

- Asphalt paper beneath siding

Suspect ACM was not identified on the interior and/or exterior of the seasonal bar.

Bulk samples of suspect ACM collected during the survey were submitted to EMSL Analytical, Inc. (EMSL) of South Portland, Maine for analysis. Bulk samples collected during this survey were analyzed using the MDEP required analytical methods: "PLM-EPA 600/R-93/116" (for surfacing, thermal system insulation, and cementitious materials) and "PLM NOB-EPA 600/R-93/116" (for non-friable organically bound materials (NOBs)) (e.g., floor tile, adhesives, and roofing) with "gravimetric reduction." Samples were analyzed at the EMSL laboratory, which is certified to perform asbestos analysis by both the National Voluntary Laboratory Accreditation Program (NVLAP) and the American Industrial

Hygiene Association (AIHA). EMSL is a MDEP licensed Asbestos Analytical Laboratory. A copy of EMSL's laboratory certifications is included as **Attachment B**. Laboratory analytical results and chain of custodies are included as **Attachment C**.

According to MDEP Asbestos Management Regulations, bulk samples shall be analyzed until a positive result is obtained or all samples have been analyzed. The MDEP defines ACM as "any material containing asbestos in quantities greater than or equal to one percent (%) by volume as determined by weight, visual evaluation, and/or point count analysis."

Laboratory analytical results for both the seasonal restaurant and the shed did not identify the sampled materials as asbestos-containing. Sample numbers and locations are identified on the **Field Sketch**.

LEAD-BASED PAINT/LEAD-CONTAINING SURFACE COATING DETERMINATION

An LBP/lead-containing surface coating determination was conducted by Ms. Deborah A. Kasik, a MDEP certified Lead Risk Assessor. A copy of Ms. Kasik's Lead Risk Assessor certification is included in **Attachment A**. The purpose of the determination was to identify LBP/lead-containing surface coatings, if present, on the interior and/or exterior surfaces of the affected structures, including the seasonal restaurant, shed, and seasonal bar. The LBP determination was performed in accordance with the established protocols outlined in the MDEP Lead Management Regulation (06-096 C.M.R. Chapter 424 § 7, 2021) and as applicable to this project. The testing provides information on the lead content and an assessment of the condition of the surfaces tested.

The LBP/lead-containing surface coating testing was conducted using a portable X-Ray Fluorescence (XRF) Lead Paint Analyzer (RMD LPA-1), which non-destructively tests for the presence of LBP or other lead-containing surface coatings. The XRF analyzer is licensed with the Maine Department of Human Services Radiation Control Program and operated in accordance with all applicable regulations and conditions of licensure. The determination as to whether a component contains lead is based upon the MDEP Lead Management Regulations (Chapter 424). The MDEP defines a component as lead-containing if the XRF result is ≥ 1.0 milligrams per square centimeter (mg/cm²). A visual assessment of the existing condition of the identified LBP was also completed at the time of the determination.

LBP/lead-containing surface coatings were not identified on interior and/or exterior surfaces of the seasonal restaurant and shed.

The porthole window frames were inaccessible for testing with the XRF. Based on the age of the porthole window frames, the possible use of marine paint, and no evidence of

renovation, LBP/lead-containing surface coatings were assumed to be present in the frames of the porthole windows in the seasonal bar.

An LBP/lead-containing surface coatings determination report is included as **Attachment D**.

POLYCHLORINATED BIPHENYLS SCREENING (PCBs)

PCBs were used as a plasticizer in caulk and in elastic sealant materials, primarily from 1950 through 1978. These caulks/sealants were commonly used in windows and associated window systems, door frames, stairways, masonry columns, and other masonry building materials. Consistent with U.S. Environmental Protection Agency (USEPA) guidelines, PCB-containing caulk has a PCB content of greater than or equal to ($\geq$) 50.0 parts per million (ppm).

On December 19, 2023, Haley Ward visually evaluated accessible areas of the exterior of the building for the presence of suspect PCB-containing building materials including, but not limited to caulk, glazing, sealants, and coatings.

Based on a conversation with the Owner, the existing structures were constructed in, or after, 1989. Based on the age of construction, PCB-containing building materials are not expected to be present on or within the affected structures.

POTENTIAL UNIVERSAL WASTE AND POTENTIAL HAZARDOUS MATERIALS/WASTES

During the walkthrough evaluation on December 19, 2023, Haley Ward evaluated the affected structures for the presence of potential Universal and/or Hazardous Wastes or materials. An inventory of identified materials and associated budgetary cost estimates for removal and disposal is presented in **Table 1**.

TABLE 1 | POTENTIAL HAZARDOUS MATERIALS INVENTORY

POTENTIAL HAZARDOUS MATERIALS	QUANTITY (EACH)	QUANTITY PER UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	ESTIMATED REMEDIATION COST
SEASONAL RESTAURANT					
Four-foot Fluorescent Light Bulbs	16	4 LF	64 LF	\$0.25	\$16
Eight-foot Fluorescent Light Bulbs	8	8 LF	64 LF	\$0.25	\$16
Suspect PCB-Containing Light Ballasts	12	1 EA	12 EA	\$4	\$48
Emergency Exit Sign	1	1 EA	1 EA	\$4	\$4
Sub-Total A					\$84

POTENTIAL HAZARDOUS MATERIALS	QUANTITY (EACH)	QUANTITY PER UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	ESTIMATED REMEDIATION COST
Transportation (per pickup)	1		-	\$500	\$500
Labor (man days)	1		-	\$500	\$500
Sub-Total B					\$1,000
TOTAL					\$1,084

Potential hazardous materials were not identified in the shed or seasonal bar.

Potential hazardous materials in the form of Universal Wastes (fluorescent light bulbs and associated light ballast) were observed within the seasonal restaurant. When removed for disposal, fluorescent light ballasts contain capacitors that may be filled with PCB-containing dielectric fluid; however, it is unknown whether PCB ballasts (a Universal Waste) are present in the building. The recommended best management practice is to individually remove each light fixture and have individual ballasts evaluated to confirm the presence or absence of PCBs. Non-PCB light ballasts will be clearly labeled as not containing PCBs and may be disposed of as solid waste. If no such labeling is present, the ballast should be treated as PCB-containing and should be segregated and handled as Universal Waste. Emergency exit signs should be recycled or disposed of in accordance with current regulations.

This report was prepared by Haley Ward for the sole use of Maine Department of Transportation and should not be reproduced without their full, written authorization. Please contact either of the undersigned at (207) 989-4824 if you have any questions related to this project or if additional services are required.

Sincerely,
Haley Ward, Inc.



Deborah A. Kasik
Project Scientist II
MDEP Asbestos Inspector AI-0177
MDEP Lead Risk Assessor LR-0003



Dennis B. Kingman, Jr., CHMM
Vice President/Senior Project Manager II

DAK/DBK/lmb
Attachments

FIELD SKETCH



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

PAGE 1 OF 1

PROJECT: 12 McKay Rd. Lincolnville JOB # 10429.022

SUBJECT: ACM Demolition Impact Survey

COMP. BY: JAK CHK. BY: DATE: 1/5/24

FIRST FLOOR

Dining

MR-004ABC

Kitchen

MR-006ABC
MR-005ABC

MEN

HALL

LADIES

MR-003ABC
MR-003ABC

ATTIC

Attic Access

Attic

2nd FL Office

MR-007ABC

MR-001ABC

Shed

MR-008ABC

SECOND FLOOR

Living

Bath

Bed Rm

Office

MR-010ABC

MR-009ABC

ASBESTOS LEGEND

MR-001A

Sample Number and Location
Testing Negative for
Asbestos.

ATTACHMENT A

**ASBESTOS INSPECTOR CERTIFICATION
LEAD RISK ASSESSOR CERTIFICATION**



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MELANIE LOYZIM
COMMISSIONER

December 5, 2023

Haley Ward, Inc.
One Merchants Plaza Suite 701
Bangor, Maine 04401

Dear Licensee:

Asbestos application(s) for individual certification of the **two** employee(s) listed below have been received and **approved**. Individual certification numbers are listed below and wallet card(s) are enclosed. Card(s) are property of the individual to whom each is issued. Your responsibility as a licensee is to ensure delivery of the cards to persons in your employment. This letter should be retained for your company files as a record of certification. **Please attach 1 updated passport size photo with every application.**

Remember, in Maine all **certified employees** working on an asbestos abatement project, whether conducting removal/repair, air monitoring, design, inspection, or analysis functions, **must work for a State of Maine licensed asbestos firm** and carry his/her wallet card(s) on the job site.

As a reminder, prior to renewing your asbestos certification, the State of Maine **requires** an annual refresher course to be taken before submitting a renewal application. A certificate shall expire one year from the last day of the month from the date of issuance, **or on the last day of the month that the training certificate expires**, whichever is sooner.

All our asbestos forms can be found at <https://www.maine.gov/dep/waste/asbestos/forms.html>
Thank you for your cooperation and your completed application(s).

Name	Category	Certification #	Exp. Date
Deborah A. Kasik	Inspector	AI-0177	11/30/2024
Dennis B. Kingman, Jr.	Inspector	AI-0034	11/30/2024

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANAL ST.
PORTLAND, MAINE 04101
(207) 822-1234

website: www.maine.gov/dep

State of Maine
Asbestos Abatement Program

Deborah A. Kasik

Inspector

Cert No. AI-0177
Trn.Exp.Date 11/09/2024
Expiration Date **11/30/2024**

This is not a legal form of official identification



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

MELANIE LOYZIM
COMMISSIONER

January 28, 2023

Attn.: Deborah A. Kasik
Haley Ward, Inc.
1 Merchant's Plaza, 7th Floor
Bangor, Maine 04401

Dear Ms. Kasik,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Risk Assessor LR-0003**. Enclosed is your wallet card, with an expiration date of **January 05, 2024**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. **Please attach 1 updated passport size photo with every application.**

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:

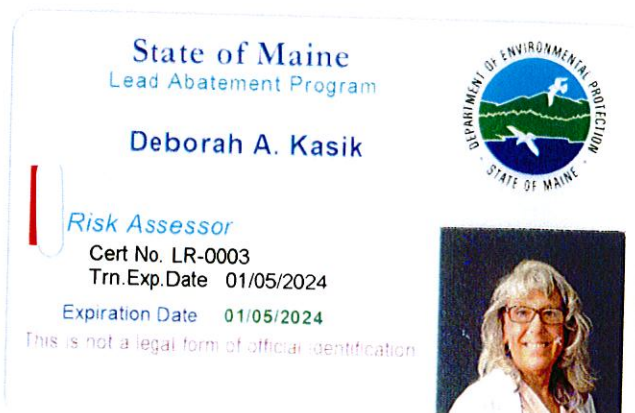
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 242-0877 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure



AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

ATTACHMENT B

ASBESTOS ANALYTICAL LABORATORY CERTIFICATIONS



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

MELANIE LOYZIM
COMMISSIONER

September 2, 2023

Attn: Lorie Dennis, QA Certification Coordinator
EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077

Dear Ms. Dennis,

This is to confirm that the Maine Department of Environmental Protection is in receipt of your request to add the following labs to your licensing of Analytical Laboratories: Boston, MA., South Portland, Maine, Wallingford, CT and Carle Place, NY.

LA-0038 for Asbestos Analytical Laboratory (Air), expires on 10/31/2024
LB-0039 for Asbestos Analytical Laboratory (Bulk), expires on 10/31/2024

Remember each laboratory must have certified individual(s) within the lab to perform analyses.

If you need any further assistance please feel free to contact me at (207) 242-0877 or e-mail at sandy.j.moody@maine.gov.

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management



State of Maine
Department of Environmental Protection

LICENSE

EMSL Analytical, Inc.

Asbestos Analytical Laboratory
(Air)

License Number: **LA-0038**

Expiration Date: **10/31/2024**



State of Maine
Department of Environmental Protection

LICENSE

EMSL Analytical, Inc.

Asbestos Analytical Laboratory
(Bulk)

License Number: **LB-0039**

Expiration Date: **10/31/2024**

S. PORTLAND - INDIVIDUAL ANALYST CERTIFICATIONS

State of Maine

October 30, 2023

<i>Employee Name</i>	<i>Lab Location</i>	<i>State Certified</i>	<i>Certification No.</i>	<i>Type of Cert.</i>	<i>Exp. Date</i>
Stephen Severn	S. Portland	Maine	AA-0497	Air Asbestos Analyst	10/31/2024
Stephen Severn	S. Portland	Maine	BA-0178	Bulk Asbestos Analyst	10/31/2024
Stefan Reis	S. Portland	Maine	BA-0233	Bulk Asbestos Analyst	5/31/2024

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 500094-0

EMSL Analytical, Inc.

South Portland, ME

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2023-10-01 through 2024-09-30

Effective Dates



A handwritten signature in blue ink, reading "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.

161 John Roberts Road
South Portland, ME 04106
Stephen Severn
Phone: 207-517-6921
Email: ssevern@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 500094-0

Bulk Asbestos Analysis

Code

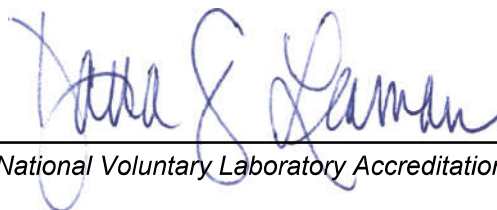
Description

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials



For the National Voluntary Laboratory Accreditation Program



AIHA Laboratory Accreditation Programs, LLC

acknowledges that

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Laboratory ID: LAP-100194

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

☒	INDUSTRIAL HYGIENE	Accreditation Expires: January 01, 2025
☒	ENVIRONMENTAL LEAD	Accreditation Expires: January 01, 2025
☒	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: January 01, 2025
☐	FOOD	Accreditation Expires:
☐	UNIQUE SCOPES	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

A handwritten signature in black ink that reads 'Cheryl O. Morton'.

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Laboratory ID: LAP-100194

Issue Date: 01/01/2023

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

Industrial Hygiene Laboratory Accreditation Program (IHLAP)

Initial Accreditation Date: 02/01/1989

IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Asbestos/Fiber Microscopy Core	Phase Contrast Microscopy (PCM)	-	NIOSH 7400	Asbestos/Fibers
Asbestos/Fiber Microscopy Core	Polarized Light Microscopy (PLM)	-	EPA 600/R-93/116	Asbestos & Other Fibers in Bulk
Asbestos/Fiber Microscopy Core	Transmission Electron Microscopy (TEM)	-	EPA AHERA - 40 CFR Part 763	Asbestos
Asbestos/Fiber Microscopy Core	Transmission Electron Microscopy (TEM)	-	NIOSH 7402	Asbestos/Fibers
Chromatography Core	GC/MS	-	EPA TO-15	Volatile Organic Compounds
Chromatography Core	Gas Chromatography	GC/ECD	NIOSH 5502 Modified	Aldrin & Lindane
Chromatography Core	Gas Chromatography	GC/ECD	NIOSH 5503 Modified	Polychlorinated biphenyls
Chromatography Core	Gas Chromatography	GC/ECD	NIOSH 5510 Modified	Chlordane
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1003 Modified	Halogenated Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1005 Modified	Methylene Chloride
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1400 Modified	Alcohols
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1500 Modified	Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1501 Modified	Aromatic Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1550 Modified	Total Petroleum Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1603 Modified	Acetic Acid
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 2000 Modified	Methyl Alcohol
Chromatography Core	Gas Chromatography (Diffusive Samplers)	-	NIOSH 1501	Aromatic Hydrocarbons

Effective: 06/07/2022

Revision: 9.2

Page 1 of 2



IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 6004 Modified	Sulfur Dioxide/Sulfate
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 6011	Chlorine & Bromine
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 7903	Inorganic Acids
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-214	Ozone
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-215 (Version 2) Modified	Hexavalent Chromium
Chromatography Core	Liquid Chromatography	HPLC/FL	NIOSH 2016	Formaldehyde
Chromatography Core	Liquid Chromatography	HPLC/UV	NIOSH 5506 Modified	Polynuclear Aromatic Hydrocarbons (PAHs)
Chromatography Core	Liquid Chromatography	LC/MS	NIOSH 9111 Modified	Methamphetamines
Miscellaneous Core	Gravimetric	-	NIOSH 0500	Total Dust
Miscellaneous Core	Gravimetric	-	NIOSH 0600	Respirable Dust
Miscellaneous Core	Gravimetric	-	NIOSH 5524	Metal Working Fluids
Miscellaneous Core	Thermo-optical Analysis (TOA)	-	NIOSH 5040	Elemental Carbon
Spectrometry Core	Atomic Absorption	CVAA	NIOSH 6009 Modified	Mercury
Spectrometry Core	Atomic Absorption	CVAA	OSHA ID-140 Modified	Mercury vapor
Spectrometry Core	Atomic Absorption	CVAA	OSHA ID-145	Mercury particulate
Spectrometry Core	Atomic Absorption	FAA	NIOSH 7082	Lead
Spectrometry Core	Inductively-Coupled Plasma	ICP/AES	NIOSH 7300 Modified	Lead
Spectrometry Core	Inductively-Coupled Plasma	ICP/MS	NIOSH 7300 Modified	Lead
Spectrometry Core	UV/VIS (Colorimetric)	-	NIOSH 6010	Hydrogen Cyanide
Spectrometry Core	X-ray Diffraction (XRD)	-	NIOSH 7500	Silica
Spectrometry Core	X-ray Diffraction (XRD)	-	OSHA ID-142	Silica

A complete listing of currently accredited IHLAP laboratories is available on the AIHA LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



AIHA Laboratory Accreditation Programs, LLC

acknowledges that

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Laboratory ID: LAP-100194

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

☒	INDUSTRIAL HYGIENE	Accreditation Expires: January 01, 2025
☒	ENVIRONMENTAL LEAD	Accreditation Expires: January 01, 2025
☒	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: January 01, 2025
☐	FOOD	Accreditation Expires:
☐	UNIQUE SCOPES	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

A handwritten signature in black ink that reads 'Cheryl O. Morton'.

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Laboratory ID: LAP-100194

Issue Date: 01/01/2023

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 01/18/1995

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description (for internal methods only)
Airborne Dust	AA	NIOSH 7082	N/A
Composited Wipes	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Paint	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Settled Dust by Wipe	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Soil	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA LAP, LLC website at:
<http://www.aihaaccreditedlabs.org>

ATTACHMENT C

ASBESTOS LABORATORY ANALYTICAL RESULTS



EMSL Analytical, Inc.

161 John Roberts Road South Portland, ME 04106
Phone/Fax: (207) 517-6921 / (207) 517-6922
<http://www.EMSL.com> / portlandlab@emsl.com

EMSL Order ID: 622301395
Customer ID: CESI62
Customer PO:
Project ID:

Attn: Deb Kasik
Haley Ward
1 Merchant's Plaza
7th Floor
Bangor, ME 04401

Proj: 10429.022

Phone: (207) 989-4824
Fax: (207) 989-4881
Collected:
Received: 12/20/2023
Analyzed: 1/05/2024

Summary Test Report for Asbestos Analysis of Bulk Material

Client Sample ID: MR-001A **Lab Sample ID:** 622301395-0001
Sample Description: ATTIC/ASPHALT SHINGLES - Asphalt Shingle

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	0.0%	100%	None Detected	

Client Sample ID: MR-001B **Lab Sample ID:** 622301395-0002
Sample Description: ATTIC/ASPHALT SHINGLES - Asphalt Shingle

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	0.0%	100%	None Detected	

Client Sample ID: MR-001C **Lab Sample ID:** 622301395-0003
Sample Description: ATTIC/ASPHALT SHINGLES - Asphalt Shingle

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	0.0%	100%	None Detected	

Client Sample ID: MR-002A **Lab Sample ID:** 622301395-0004
Sample Description: 1ST FLOOR - LADIES/WALL PANEL MATERIAL - Wall Panel

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/White	24.0%	76.0%	None Detected	

Client Sample ID: MR-002B **Lab Sample ID:** 622301395-0005
Sample Description: 1ST FLOOR - LADIES/WALL PANEL MATERIAL - Wall Panel

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/White	24.0%	76.0%	None Detected	

Client Sample ID: MR-002C **Lab Sample ID:** 622301395-0006
Sample Description: 1ST FLOOR - LADIES/WALL PANEL MATERIAL - Wall Panel

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/White	24.0%	76.0%	None Detected	

Client Sample ID: MR-003A **Lab Sample ID:** 622301395-0007
Sample Description: 1ST FLOOR - LADIES/WALL ADHESIVE - Wall Adhesive

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Gray	0.0%	100%	None Detected	



EMSL Analytical, Inc.

161 John Roberts Road South Portland, ME 04106
Phone/Fax: (207) 517-6921 / (207) 517-6922
<http://www.EMSL.com> / portlandlab@emsl.com

EMSL Order ID: 622301395
Customer ID: CESI62
Customer PO:
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material

Client Sample ID: MR-003B **Lab Sample ID:** 622301395-0008

Sample Description: 1ST FLOOR - LADIES/WALL ADHESIVE - Wall Adhesive

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Gray	0.0%	100%	None Detected	

Client Sample ID: MR-003C **Lab Sample ID:** 622301395-0009

Sample Description: 1ST FLOOR - LADIES/WALL ADHESIVE - Wall Adhesive

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Gray	0.0%	100%	None Detected	

Client Sample ID: MR-004A **Lab Sample ID:** 622301395-0010

Sample Description: 1ST FLOOR - HALL TO BATH/SHEETROCK - Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/Tan/Blue	50.0%	50.0%	None Detected	

Client Sample ID: MR-004B **Lab Sample ID:** 622301395-0011

Sample Description: 1ST FLOOR - HALL TO BATH/SHEETROCK - Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/Tan	4.0%	96.0%	None Detected	

Client Sample ID: MR-004C **Lab Sample ID:** 622301395-0012

Sample Description: 1ST FLOOR - HALL TO BATH/SHEETROCK - Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/Tan	5.0%	95.0%	None Detected	

Client Sample ID: MR-005A **Lab Sample ID:** 622301395-0013

Sample Description: KITCHEN/TEXT WALL MAT ON WOOD - Wall Material

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray	10.0%	90.0%	None Detected	

Client Sample ID: MR-005B **Lab Sample ID:** 622301395-0014

Sample Description: KITCHEN/TEXT WALL MAT ON WOOD - Wall Material

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray	10.0%	90.0%	None Detected	

Client Sample ID: MR-005C **Lab Sample ID:** 622301395-0015

Sample Description: KITCHEN/TEXT WALL MAT ON WOOD - Wall Material

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray	10.0%	90.0%	None Detected	



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EMSL Order ID: 622301395
Customer ID: CESI62
Customer PO:
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material

Client Sample ID: MR-006A **Lab Sample ID:** 622301395-0016

Sample Description: KITCHEN/WHITE CAULK - Caulk

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	White	0.0%	100%	None Detected	

Client Sample ID: MR-006B **Lab Sample ID:** 622301395-0017

Sample Description: KITCHEN/WHITE CAULK - Caulk

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	White	0.0%	100%	None Detected	

Client Sample ID: MR-006C **Lab Sample ID:** 622301395-0018

Sample Description: KITCHEN/WHITE CAULK - Caulk

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	White	0.0%	100%	None Detected	

Client Sample ID: MR-007A **Lab Sample ID:** 622301395-0019

Sample Description: EXTERIOR - OFFICE/ASPHALT SHINGLES - Asphalt Shingle

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	2.3%	97.7%	None Detected	

Client Sample ID: MR-007B **Lab Sample ID:** 622301395-0020

Sample Description: EXTERIOR - OFFICE/ASPHALT SHINGLES - Asphalt Shingle

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	2.3%	97.7%	None Detected	

Client Sample ID: MR-007C **Lab Sample ID:** 622301395-0021

Sample Description: EXTERIOR - OFFICE/ASPHALT SHINGLES - Asphalt Shingle

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	2.8%	97.2%	None Detected	

Client Sample ID: MR-008A **Lab Sample ID:** 622301395-0022

Sample Description: EXTERIOR SHED SIDING/ASPHALT PAPER - Asphalt Paper

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	0.0%	100%	None Detected	

Client Sample ID: MR-008B **Lab Sample ID:** 622301395-0023

Sample Description: EXTERIOR SHED SIDING/ASPHALT PAPER - Asphalt Paper

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	0.0%	100%	None Detected	



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EMSL Order ID: 622301395
Customer ID: CESI62
Customer PO:
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material

Client Sample ID: MR-008C **Lab Sample ID:** 622301395-0024

Sample Description: EXTERIOR SHED SIDING/ASPHALT PAPER - Asphalt Paper

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	12/26/2023	Black	0.0%	100%	None Detected	

Client Sample ID: MR-009A **Lab Sample ID:** 622301395-0025

Sample Description: 2ND FLOOR OFFICE/CER. TILE ADHESIVE - Mortar

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/05/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: MR-009B **Lab Sample ID:** 622301395-0026

Sample Description: 2ND FLOOR OFFICE/CER. TILE ADHESIVE - Mortar

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/05/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: MR-009C **Lab Sample ID:** 622301395-0027

Sample Description: 2ND FLOOR OFFICE/CER. TILE ADHESIVE - Mortar

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/05/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: MR-0010A **Lab Sample ID:** 622301395-0028

Sample Description: 2ND FLOOR OFFICE/SHEETROCK - Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/Tan	10.0%	90.0%	None Detected	

Client Sample ID: MR-0010B **Lab Sample ID:** 622301395-0029

Sample Description: 2ND FLOOR OFFICE/SHEETROCK - Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/Tan	4.0%	96.0%	None Detected	

Client Sample ID: MR-0010C **Lab Sample ID:** 622301395-0030

Sample Description: 2ND FLOOR OFFICE/SHEETROCK - Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/26/2023	Gray/Tan	40.0%	60.0%	None Detected	



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EMSL Order ID: 622301395
Customer ID: CESI62
Customer PO:
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material

PLM: ME Cert. # BA-0233 (SR), #BA-0178 (SS)
PLM EPA NOB: ME Cert. # BA-0233 (SR)

Analyst(s):

Stefan Reis PLM (12)
PLM Grav. Reduction (15)
Stephen Severn PLM (3)

Reviewed and approved by:

Stephen Severn, Technical Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This is a summary report; official reports are available on LabConnect or upon request and relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. South Portland, ME NVLAP Lab Code 500094-0, VT AL197271, ME LM-0039, CT PH-0346, AZ AZ-0959, MA AA000236

Report amended: 01/05/2024 15:56:24 Replaces initial report from: 12/27/2023 10:32:24 Reason Code: Client-Additional Analysis



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS-TRAINING

Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
161 John Roberts Road

South Portland, ME 04106

PHONE: (207) 517-6921

EMAIL: portlandlab@emsl.com

622301395

Customer Information	Customer ID:		Billing Information	Billing ID:	
	Company Name:	Haley Ward		Company Name:	Haley Ward
	Contact Name:	Deb Kasik		Billing Contact:	Julie Oreskovich
	Street Address:	1 Merchant's Plaza 7th Floor		Street Address:	1 Merchant's Plaza, 7th Floor
	City, State, Zip:	Bangor ME 04401 Country: US		City, State, Zip:	Bangor ME Country: US
	Phone:	207-989-4824		Phone:	207-989-4824
Email(s) for Report:			Email(s) for Invoice:		
dkasik@haleyward.com					

Project Information

Project Name/No:	10429.022	Purchase Order:	
EMSL LIMS Project ID:		US State where samples collected:	ME
(If applicable, EMSL will provide)		State of Connecticut (CT) must select project location:	
		☐ Commercial (Taxable)	☐ Residential (Non-Taxable)
Sampled By Name:	Deb Kasik	Date Sampled:	
Sampled By Signature:	<i>Deb Kasik</i>	No. of Samples in Shipment:	30

Turn-Around-Time (TAT)

☐ 3 Hour
 ☐ 6 Hour
 ☐ 24 Hour
 ☐ 32 Hour
 ☐ 48 Hour
 ☐ 72 Hour
 ☒ 96 Hour
 ☐ 1 Week
 ☐ 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only; samples must be submitted by 11:30am.

Test Selection

PLM - Bulk (reporting limit)

- ☐ PLM EPA 600/R-93/116 (<1%)
☐ PLM EPA NOB (<1%)
☐ POINT COUNT
 ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
☐ POINT COUNT w/ GRAVIMETRIC
 ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
☐ NIOSH 9002 (<1%)
☐ NYS 198.1 (Friable - NY)
☐ NYS 198.6 NOB (Non-Friable - NY)
☐ NYS 198.8 (Vermiculite SM-V)

TEM - Bulk

- ☐ TEM EPA NOB
☐ NYS NOB 198.4 (Non-Friable - NY)
☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%)

Other Tests (please specify)

- ☒ Positive Stop - Clearly Identified Homogeneous Areas (HA)

DEC 20 2023

BY: AR

Sample Number	HA Number	Sample Location	Material Description
MR-001A		Attic	Asphalt Shingles
B		"	"
C		"	"
MR-002A		1st Floor - Ladies	Wall panel material
B		"	"
C		"	"
MR-003A		1st Floor - Ladies	Wall adhesive
B		"	"
C		"	"
MR-004A		1st Fl - Hall to Bath	Sheetrock

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

NOB per MEDEP

Method of Shipment:	Fed Ex	Sample Condition Upon Receipt:	
Relinquished by:	<i>Deb Kasik</i>	Received by:	AR
Relinquished by:		Received by:	
Date/Time:	12/19/23 1:30 PM	Date/Time:	12/20/23 11:20
Date/Time:		Date/Time:	

Controlled Document - Asbestos Bulk R7 9/14/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
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South Portland, ME 04106
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EMAIL: portlandlab@emsl.com

622301395

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
MR-004 B		Hall to Bathrooms	Sheetrock
C		Hall to Bathrooms	Sheetrock
MR-005A		Kitchen	Text wall mat
B		"	" on wood
C		"	"
MR-006A		Kitchen	White caulk
B		"	"
C		"	"
MR-007A		Exterior - Office	Asphalt Shingles
B			"
C			"
MR-008A		Exterior Shed Siding	Asphalt paper
B		"	"
C		"	"
MR-009A		2nd floor Office	Cer. Tile Adhesive
B		"	"
C		"	"
MR-010A		2nd floor Office	Sheetrock
B		"	"
C		"	"

RECEIVED

DEC 20 2023

BY: AK

Method of Shipment:

Relinquished by: Deborah G. Kasub

Date/Time: 12/19/23 1:30 pm

Sample Condition Upon Receipt:

Received by:	AR
Received by:	

Date/Time	12/20/23 11:20
Date/Time	

Controlled Document - Asbestos Bulk R7 09/14/2021

AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

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Page 71 of 72

ATTACHMENT D

LEAD-BASED PAINT DETERMINATION REPORT

ENVIRONMENTAL LEAD-BASED PAINT XRF RESULTS

		CLIENT: SITE: BLDG:	STATE OF MAINE DEPARTMENT OF TRANSPORTATION 12 MCKAY ROAD, LINCOLNVILLE, MAINE SEASONAL RESTAURANT	DATE: HALEY WARD #: Page:	12/19/2023 10429.022 1
XRF # RMD LPA-1 #3305; ME Radiation License #31223			Inspector Signature:		Deborah A. Kasik/LR#0003

FIELD ID #	SAMPLE LOCATION	SIDE	COMPONENT(S)	COLOR	SUBSTRATE TYPE:	RESULTS mg/cm ²	CONDITION	NOTES:
L-1	KITCHEN		CEILING	WHITE	DRYWALL	0.0		
L-2			WALL MATERIAL	WHITE	WOOD	0.0		TEXTURED PAINT
L-3			FLOOR	BARE	CONCRETE	0.0		
L-4			WINDOW SASHES	WHITE	VINYL	0.0		
L-5			BASEBOARDS	WHITE	WOOD	0.0		
L-6			DOOR, CASING, JAMB	WHITE	WOOD	0.0		
L-7	DINING ROOM		CEILING	WHITE	WOOD	0.0		(PLYWOOD)
L-8			WINDOW UNITS	BARE	WOOD	0.0		
L-9			FLOOR	GRAY	CERAMIC TILE	0.0		
L-10			WALLS BEHIND PANELING	WHITE	DRYWALL	0.0		
L-11			DOOR AND JAMB	RED	METAL	0.0/0.0		FRONT AND REAR DOOR SYSTEMS
L-12	LADIES BATHROOM		CEILING	WHITE	DRYWALL	0.0		
L-13			PANEL WALLS	MULTI	WOOD	0.0		
L-14			PANEL WALLS	WHITE	CERAMIC TILE	0.0		
L-15			DOOR, CASING, JAMB	GRAY	WOOD/METAL	0.0/0.0		
L-16	MEN'S BATHROOM		CEILING	WHITE	DRYWALL	0.0		
L-17			PANEL WALLS	WHITE	WOOD	0.0		
L-18			PANEL WALLS	WHITE	CERAMIC TILE	0.0		
L-19			DOOR, CASING, JAMB	GRAY	WOOD/METAL	0.0/0.0		
L-20	HALL		WALLS AND BASEBOARDS	BLUE	WOOD	0.0/0.0		

D = Drywall; P = Plaster; W = Wood; M = Metal; C = Concrete; B = Brick; V = Vinyl; CER = Ceramic; O = Other (indicate material). Results expressed as mg/cm² (milligrams per square centimeter)

		CLIENT: SITE: BLDG:	STATE OF MAINE DEPARTMENT OF TRANSPORTATION 12 MCKAY ROAD, LINCOLNVILLE, MAINE SECOND FLOOR OFFICE / WHEELHOUSE BAR			DATE: HALEY WARD #: Page:	12/19/2023 10429.022 2	
XRF #		RMD LPA-1 #3305; ME Radiation License #31223			Inspector Signature:		Deborah A. Kasik/LR#0003	
FIELD ID #	SAMPLE LOCATION	SIDE	COMPONENT(S)	COLOR	SUBSTRATE TYPE:	RESULTS mg/cm ²	CONDITION	NOTES:
L-21	OFFICE		CEILING	WHITE	DRYWALL	0.0		
L-22			WALLS	WHITE	DRYWALL	0.0		
L-23	BEDROOM		WALLS	WHITE	DRYWALL	0.0		
L-24	BATHROOM		WALLS	WHITE	DRYWALL	0.0		
L-25			CEILING	WHITE	DRYWALL	0.0		
L-26	WHEELHOUSE BAR		FLOOR	GRAY	WOOD	0.0		
L-27			DOORS	RED	WOOD	0.0		
L-28			WALLS	GRAY	WOOD	0.1/0.0		
L-29			WINDOW FRAME	RED	WOOD	0.0		
L-30			CEILING	WHITE	WOOD	0.0		
L-31			PORTHOLE WINDOWS	WHITE	WOOD	ASSUME POSITIVE	POOR	COULD NOT ACCESS WITH XRF
L-32			EXTERIOR WALLS AND TRIM	RED	WOOD	0.0		
L-33			EXTERIOR TRIM	WHITE	WOOD	0.0		
L-34			EXTERIOR LATTICEWORK	GREEN	VINYL	0.0		
L-35	EXTERIOR - OFFICE		WALLS BENEATH VINYL SIDING	BARE	WOOD	0.0		
L-36	EXTERIOR - SEASONAL RESTAURANT		DOORS AND FRAMES	RED	WOOD / METAL	0.0		
L-37			FASCIA	RED	WOOD	0.0		
L-38			DOOR AND WINDOW TRIM	WHITE	WOOD	0.0		
L-39	EXTERIOR - SHED		SUPPORTS	GREEN	WOOD	0.0/0.0		
L-40	PRE / POST CALIBRATION		NIST	YELLOW	WOOD	0.9/1.0		
D = Drywall; P = Plaster; W = Wood; M = Metal; C = Concrete; B = Brick; V = Vinyl; CER = Ceramic; O = Other (indicate material). Results expressed as mg/cm ² (milligrams per square centimeter)								

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs at a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next X* Miles
Road Work 500 Feet (Ahead)
End Road Work

Work Areas. At each work site, signs and channelizing devices shall be used as directed by the Resident.

Signs include:

Road Work xxxx¹.
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

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

Unless otherwise defined in Special Provision 105/107 or submitted and approved in the Traffic Control Plan, the following shall apply:

- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving, milling, and crack seal/repair work areas.
- Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1 mile of two-way operation.

Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in short duration operations and "Road Work xx feet" to be used in stationary operations as directed by the Resident.

2020 STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:
<http://maine.gov/mdot/contractors/publications/standarddetail/>

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
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 than 15% 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 this section by removing it in its entirety and replacing it with the following:

“108.4.1 Price Adjustment for Hot Mix Asphalt: 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.

Item 403.102	Hot Mix Asphalt – Special Areas
Item 403.207	Hot Mix Asphalt - 19 mm
Item 403.2071	Hot Mix Asphalt - 19 mm (Polymer Modified)
Item 403.2072	Hot Mix Asphalt - 19 mm (Asphalt Rich Base)
Item 403.208	Hot Mix Asphalt - 12.5 mm
Item 403.2081	Hot Mix Asphalt - 12.5 mm (Polymer Modified)
Item 403.2084	Hot Mix Asphalt - 12.5 mm (Highly Modified HiMAP)
Item 403.209	Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
Item 403.210	Hot Mix Asphalt - 9.5 mm
Item 403.2101	Hot Mix Asphalt - 9.5 mm (Polymer Modified)
Item 403.2104	Hot Mix Asphalt - 9.5 mm (Thin Lift Surface Treatment)
Item 403.21041	Hot Mix Asphalt - 9.5 mm (Polymer Modified Thin Lift Surface Treatment)
Item 403.211	Hot Mix Asphalt – Shim
Item 403.2111	Hot Mix Asphalt – Shim (Polymer Modified)
Item 403.212	Hot Mix Asphalt - 4.75 mm (Shim)
Item 403.213	Hot Mix Asphalt - 12.5 mm (base and intermediate course)
Item 403.2131	Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)
Item 403.2132	Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
Item 403.301	Hot Mix Asphalt (Asphalt Rubber Gap-Graded)
Item 461.13	Light Capital Pavement
Item 461.210	9.5 mm HMA - Paver Placed Surface
Item 461.2101	Hot Mix Asphalt - 9.5 mm (Polymer Modified)
Item 461.216	Hot Mix Asphalt (Shim)
Item 462.30	Ultra-Thin Bonded Wearing Course
Item 462.301	Polymer Modified Ultra-Thin Bonded Wearing Course

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.102–6.2%
Item 403.207–5.2%
Item 403.2071–5.2%
Item 403.2072–5.8%
Item 403.208–5.6%
Item 403.2081–5.6%
Item 403.2084 – 6.2%
Item 403.209–6.2%
Item 403.210–6.2%
Item 403.2101–6.2%
Item 403.2104–6.2%
Item 403.21041–6.2%
Item 403.211–6.2%
Item 403.2111–6.2%
Item 403.212–6.8%
Item 403.213–5.6%
Item 403.2131–5.6%
Item 403.2132–6.2%
Item 403.301–6.2%
Item 461.13–6.7%
Item 461.210 – 6.4%
Item 461.2101 – 6.4%
Item 461.216 – 6.7%
Item 462.30–0.0021 tons/SY
Item 462.301–0.0021 tons/SY”

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 subplot
Compressive Strength	AASHTO T-22 @ 7days	On Project	One set per subplot

* 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 Type	Bar Size								
	#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 accordance with 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.

526.04 Method of Measurement 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:

	<u>Pay Item</u>	<u>Pay Unit</u>
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.

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

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

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

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

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams;

removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

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

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

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

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

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

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:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301 31” W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302 31” W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303 31” W-Beam Guardrail - Mid-Way Splice, 15’ Radius and Less	Linear Foot
606.1304 31” W-Beam Guardrail - Mid-Way Splice, Over 15’ Radius	Linear Foot
606.1305 31” W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306 31” W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each

606.1307	Bridge Transition (Asymmetrical) – Type IA	Each
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge Connection - Type I	Each
606.1732	Bridge Connection - Type II	Each
606.178	Guardrail Beam	Linear Foot
606.25	Terminal Connector	Each
606.257	Terminal Connector - Thrie Beam	Each
606.259	Anchorage Assembly	Each
606.265	Terminal End-Single Rail - Galvanized Steel	Each
606.266	Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.352	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 608.022 Detectable 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 626.031 Conduit 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 °F and 50 °F, 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 reflectivity 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 of 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
$\frac{3}{8}$ inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

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

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

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

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves			
Grading	A	AA	S	LATEX
Aggregate Size	1 inch	$\frac{3}{4}$ inch	$1\frac{1}{2}$ inch	$\frac{1}{2}$ inch
2 inch			100	
$1\frac{1}{2}$ inch	100		95-100	
1 inch	95-100	100	-	
$\frac{3}{4}$ inch	-	90-100	35-70	100
$\frac{1}{2}$ inch	25-60	-	-	90-100
$\frac{3}{8}$ 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
$\frac{3}{8}$ inch	85-100
No. 200	0-5.0

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval 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 $\frac{1}{2}$ inch 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 AWPAs 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 AWPAs approved species, or spruce, cedar, tamarack or other AWPAs 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 AWWA 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 AWWA 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 AWWA 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 of ASTM 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 AWPAs 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 AWPAs Standard U1, UC4A, Commodity Specification A: Sawn Products.

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 funding source:

"The **Maine Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix 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:

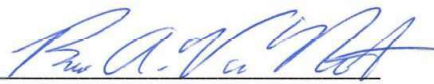
- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The 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

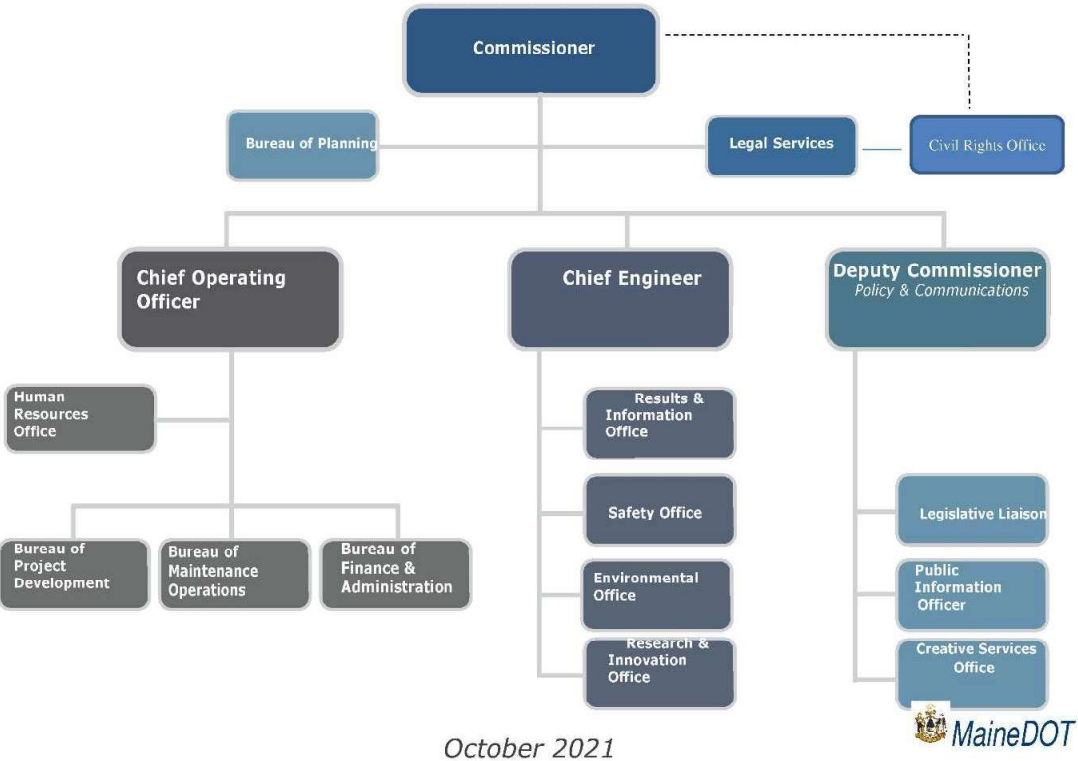
(Name of Recipient)

by 
Bruce A. Van Note, Commissioner

DATED Sept. 13, 2021

APPENDIX B

MaineDOT Organizational Structure



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 (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to 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 U.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 I,] [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.C. 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. 5 794 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.



Bruce A. Van Note, Commissioner
Maine Department of Transportation

DATE: 9/19/23

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.

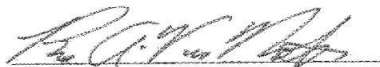
The Title VI Program Coordinator ensures MaineDOT's compliance with Title VI/Environmental Justice implementing regulations. Bureau Directors are responsible for Program implementation in their Bureaus and shall identify and delegate Title VI/Nondiscrimination Federal Program Area Liaisons to perform 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.



Bruce A. Van Note, Commissioner

Date: 7/23/21

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-contractor) 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 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 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



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:

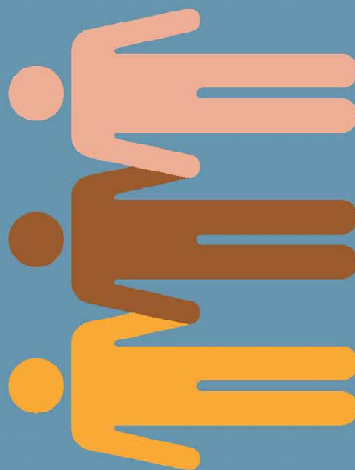
Pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations, MaineDOT will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with 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
TTY: Users Dial MAINE RELAY 711

Know
YOUR
Rights



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 panarjahan Basa aya kana paménta.

بہن ظلالِ نعہ حاتم غزلدا قدم جرتلدا تادب بخ

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



**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.

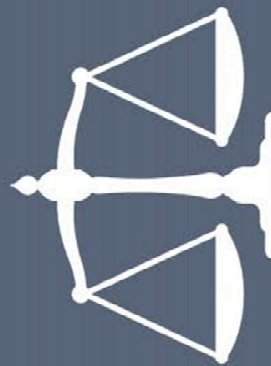
MaineDOT's Civil Rights Office will explain the process for filing a complaint. Complaint forms are on our website.

[mainedot.gov/civilrights/title-vi](https://www.fda.gov/civilrights/title-vi)

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

