

Updated 8/1/2026

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

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

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

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

February 5, 2026
Supersedes April 28, 2017

NOTICE

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

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

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

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

NOTICE

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

Bid Enclosed - Do Not Open

WIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

WIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

WIN:

Town:

Name of Contractor:

August 1, 2026

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

as Principal, and _____ as Surety, a

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

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

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

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

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

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

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

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

RFI No: _____

Date _____ **Time** _____

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

Question(s):_____

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

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

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NOTICE

BIDDER'S LIST FORM

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

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

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

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

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

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

INSTRUCTIONS FOR PREPARING THE MAINEDOT BIDDER'S LIST FORM

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

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

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Section A:

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

Section B:

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

**Maine Department of Transportation
BIDDER'S LIST FORM**

SECTION A. Consultant Information - *This section must be completed by the Consultant and as an attachment to Technical Proposals for new contracts and contract modifications.*

Consultant Name: _____

Consultant Email Address: _____ Contract Date: _____

Federal Project WIN: _____ Project Location: _____

SECTION B. COMMITMENT DETAILS – Consultant and all proposed subcontractant information are required in this section.

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

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

For a complete list of certified DBE firms, please visit: <https://www.maine.gov/dot/doing-business/civil-rights/dbe>

This information is required pursuant to 49 CFR §26.11 and is used to track data in all federally funded MaineDOT contracts.

MaineDOT Use Only: ☐ FHWA ☐ FTA ☐ FAA ☐ Original Contract ☐ Modification

Received Date: _____ Verified by: _____

Rev 08.26

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

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

For additional information and guidance contact:

Civil Rights Office at (207) 624-3056

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

Vendor Registration

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

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

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)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "**Installation of five (5) new Closed Circuit Television Cameras (CCTV) along I-95 from Old Town to Medway**" in the city of **OLD TOWN**, the towns of **HOWLAND and MEDWAY** and the township of **T2 R8 NWP**" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **September 16, 2026**, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate previous successful completion of projects of a similar size and scope to be considered for the award of this contract. **We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. 2845200 WIN 028452.00

Location: In Penobscot County, project is located on I-95 at various locations from Old Town to Medway. Old Town at underpass of Hudson Road bridge on the northbound lane. Howland at overpass of N Howland Road bridge on the northbound lane. Howland at underpass of Lagrange Road bridge on the northbound lane. T2 R8 NWP at underpass of Access Road bridge on the southbound lane. Medway at overpass of Main Road bridge on the southbound lane.

Outline of Work: Installation of five (5) new Closed Circuit Television Cameras (CCTV) along I-95 from Old Town to Medway and other incidental work.

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

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be purchased 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, 24 Child Street, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m. Full size plans \$13.00 (\$16.50 by mail). Half size plans \$6.50 (\$8.75 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

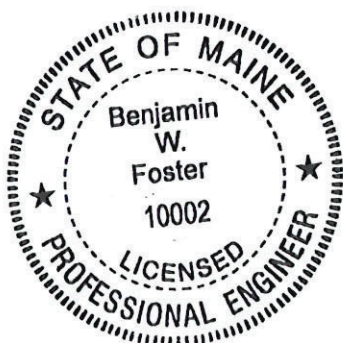
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, 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 Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

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

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

Augusta, Maine
August 26, 2026



Benjamin W. Foster
BEN FOSTER P. E.
DEPUTY CHIEF ENGINEER

8/5/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 3

Proposal ID: 028452.00

Project(s): 028452.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	2.000 CY	_____	 _____	_____	 _____
0020	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1.000 CY	_____	 _____	_____	 _____
0030	507.0841 STEEL PIPE HAND RAILING	LUMP SUM	LUMP SUM		_____	 _____
0040	527.33 TRUCK MOUNTED ATTENUATOR	1.000 EA	_____	 _____	_____	 _____
0050	626.11 PRECAST CONCRETE JUNCTION BOX	10.000 EA	_____	 _____	_____	 _____
0060	626.21 METALLIC CONDUIT	150.000 LF	_____	 _____	_____	 _____
0070	626.22 NON-METALLIC CONDUIT	410.000 LF	_____	 _____	_____	 _____
0080	626.411 18 INCH DIAMETER FOUNDATION	11.000 LF	_____	 _____	_____	 _____
0090	642.17 CAST-IN-PLACE CONCRETE STEPS	1.000 CY	_____	 _____	_____	 _____
0100	643.972 WOOD POLE	5.000 EA	_____	 _____	_____	 _____
0110	645.1061 RELOCATE EXISTING SIGN ASSEMBLY AND POST	1.000 EA	_____	 _____	_____	 _____
0120	652.30 FLASHING ARROW BOARD	1.000 EA	_____	 _____	_____	 _____

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Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 3

Proposal ID: 028452.00

Project(s): 028452.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	652.33 DRUM	125.000 EA				
0140	652.34 CONE	50.000 EA				
0150	652.35 CONSTRUCTION SIGNS	500.000 SF				
0160	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM		 LUMP SUM		
0170	652.38 FLAGGER	200.000 HR				
0180	652.381 TRAFFIC OFFICER	80.000 HR				
0190	654.10 HIGHWAY TRAFFIC CAMERA	5.000 EA				
0200	654.101 CAMERA CONNECTION - MAST ARM	5.000 EA				
0210	654.31 ITS EQUIPMENT CABINET	5.000 EA				
0220	654.313 POE ETHERNET SWITCH	1.000 EA				
0230	654.314 ETHERNET ROUTER	5.000 EA				
0240	654.332 COMMUNICATIONS DROP HOWLAND 1	LUMP SUM		 LUMP SUM		

8/5/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 3

Proposal ID: 028452.00

Project(s): 028452.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	654.332 COMMUNICATIONS DROP HOWLAND 2	LUMP SUM	LUMP	SUM	_____	_____
0260	654.332 COMMUNICATIONS DROP MEDWAY	LUMP SUM	LUMP	SUM	_____	_____
0270	654.332 COMMUNICATIONS DROP OLD TOWN	LUMP SUM	LUMP	SUM	_____	_____
0280	654.332 COMMUNICATIONS DROP T2 R8 NWP	LUMP SUM	LUMP	SUM	_____	_____
0290	654.51 ELECTRICAL SERVICE CONNECTION HOWLAND 1	LUMP SUM	LUMP	SUM	_____	_____
0300	654.51 ELECTRICAL SERVICE CONNECTION HOWLAND 2	LUMP SUM	LUMP	SUM	_____	_____
0310	654.51 ELECTRICAL SERVICE CONNECTION MEDWAY	LUMP SUM	LUMP	SUM	_____	_____
0320	654.51 ELECTRICAL SERVICE CONNECTION OLD TOWN	LUMP SUM	LUMP	SUM	_____	_____
0330	654.51 ELECTRICAL SERVICE CONNECTION T2 R8 NWP	LUMP SUM	LUMP	SUM	_____	_____
0340	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	SUM	_____	_____
0350	659.10 MOBILIZATION	LUMP SUM	LUMP	SUM	_____	_____
Section: 1			Total:		_____	_____
			Total Bid:		_____	_____

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **028452.00** for **installation of five (5) new Closed Circuit Television Cameras (CCTV) along I-95 from Old Town to Medway** in the city of **Old Town**, the towns of **Howland and Medway** and the township of **T2 R8 NWP**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 10, 2027**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

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

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2026 Edition*, *Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 028452.00, installation of five (5) new Closed Circuit Television Cameras (CCTV) along I-95 from Old Town to Medway plus other incidental work**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale F. Doughty, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **028452.00** for **installation of five (5) new Closed Circuit Television Cameras (CCTV) along I-95 from Old Town to Medway** in the city of **Old Town**, the towns of **Howland and Medway** and the township of **T2 R8 NWP**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 10, 2027**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

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

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2026 Edition*, *Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 028452.00, installation of five (5) new Closed Circuit Television Cameras (CCTV) along I-95 from Old Town to Medway plus other incidental work**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale F. Doughty, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

(Name of the firm bidding the job)

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

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

A. The Work.

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

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

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

B. Time.

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

C. Price.

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

WIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

Date

(Witness Sign Here)
Witness

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

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale F. Doughty, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

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

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

MAP - 028452.00 - HOWLAND NB



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.01
Miles
1 inch = 0.01 miles

Date: 8/5/2026
Time: 12:49:49 PM
32

MAP - 028452.00 - HOWLAND NORTH. B



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0.01
Miles
1 inch = 0.01 miles

Date: 8/5/2026
Time: 11:52:25 AM
33

MAP - 028452.00 - MEDWAY



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0.01
Miles
1 inch = 0.01 miles

Date: 8/5/2026
Time: 11:46:52 AM
34

MAP - 028452.00 - OLD TOWN



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0.01
Miles
1 inch = 0.01 miles

Date: 8/5/2026
Time: 11:45:33 AM
35

MAP - 028452.00 - T2 R8 NWP



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0.01
Miles
1 inch = 0.01 miles

Date: 8/5/2026
Time: 11:49:51 AM
36

State: Maine

Construction Types: Highway

Counties: Maine Counties of
Penobscot

Modification Number	Publication Date
2	05/12/2026
3	07/28/2026

ENGI0004-004 04/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GRADER/BLADE, MECHANIC, PAVER (ASPHALT, AGGREGATE, AND CONCRETE), ROLLER ASPHALT.....	\$ 30.17	13.80

SUME2014-042 06/23/2017

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 14.56	6.32
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.02	5.37
TRAFFIC CONTROL: FLAGGER.....	\$ 9.00	0.00
OPERATOR: ROLLER (EARTH).....	\$ 17.61	2.97
OPERATOR: MILLING MACHINE.....	\$ 26.83	7.05
OPERATOR: LOADER.....	\$ 18.94	7.66
OPERATOR: BULLDOZER.....	\$ 21.71	5.67
OPERATOR: BROOM/SWEEPER.....	\$ 18.77	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 19.26	5.57
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 16.33	2.78
LABORER: LANDSCAPE.....	\$ 17.03	2.81
LABORER: COMMON OR GENERAL.....	\$ 12.83	2.20
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 17.08	2.48
IRONWORKER, STRUCTURAL.....	\$ 22.33	4.50
IRONWORKER, REINFORCING.....	\$ 21.85	0.00
ELECTRICIAN.....	\$ 25.78	6.83
CEMENT MASON/CONCRETE FINISHER.....	\$ 19.27	1.13
CARPENTER, INCLUDES FORM WORK.....	\$ 18.95	3.23

TEAM0340-003 12/01/2025

	Rates	Fringes
TRUCK DRIVER: VACUUM TRUCK.....	\$ 25.65	17.69

TEST

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

----- WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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SPECIAL PROVISION

SECTION 103
AWARD AND CONTRACTING
(Post-Bid, Pre-Award Qualifications)

After Bid Opening and as a condition for Award of the Contract, the lowest responsive bidder must establish they are qualified to conduct the work included in this Contract. A bidder may establish their qualifications in one of the ways listed below.

1. Bidder shall be prequalified by the Maine Department of Transportation under the Highway and/or Traffic Signals/Lighting category.
2. Bidder shall submit documentation to demonstrate to the Department's satisfaction that the Bidder has recent experience with the installation of Closed Circuit Television (CCTV) equipment and with maintenance of traffic along an expressway corridor.

The Department will provide the Bidder with written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall demonstrate to the Department's satisfaction that the Bidder has completed at least one project in the previous five years that included at least three of the critical components of this Work as listed below.

- Installation of CCTV equipment and hardware.
- Work performed in live traffic in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- Development and execution of intelligent transportation systems (ITS) test plans.
- Integration of CCTV system equipment and system data into Axis Camera Station.

The Contractor shall maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder must have a current, applicable Safety Plan on file with the Department or must submit, prior to Contract award, an acceptable, current Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department.

Post-bid Qualification Submittals

The Department will notify the Apparent Successful Bidder of the requirements for post- bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

The Bidder shall be required to submit written documentation setting forth the experience of the Bidder and subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five (5) years that highlight the Bidder’s and subcontractors’ related experience. Such information shall include:

1. the Company’s history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor; and
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder’s submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule.

If a Bidder has not previously submitted Traffic Control Plans (TCP) and Soil Erosion and Water Pollution Control Plans (SEWPCP) for other Department projects, the Contractor must submit, prior to Contract award, a substantially complete, acceptable, project specific Traffic Control Plan and Soil Erosion and Water Pollution Control Plan.

If the Department has comments regarding the Contractor’s TCP or SEWPCP submittal, the Contractor shall implement and address these prior to beginning Work. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility to develop and implement the safety plan in accordance with the Contract, or to shift any responsibility to the Department.

If the Bidder is to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department, the Notice of Post-Bid Qualifications shall so state.

If a current, applicable copy of the Contractor’s Safety Plan is not on file with the Department, the Contractor must submit, an acceptable, current Contractor’s Safety Plan or Project and Site Specific Safety Plan to the Department in accordance with Special Provision Section 105 Safety Plan. The plan shall identify and addresses job hazards of the expected contract work and comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

Using the Bidder’s OSHA 200 & 300 Log and statements provided by applicable insurance, the Bidder may be required to provide its workers’ compensation Experience Modification Rate.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor’s duty to comply with the Contract documents.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be “Not Qualified” or disqualified as non- responsive. Within 14 days, the Department will review the project specific safety plan, the Traffic Control Plan and the SEWPCP for completeness, conformity with Federal and State requirements, Contract provisions, applicable laws and regulations of Occupational Safety and Health Administration (OSHA), the current edition of the MUTCD, and Department policy and procedures. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility to develop and implement the safety plan, TCP or SEWPCP in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department’s satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the

Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience with the critical components of the work listed above
- C. Insufficient qualifications for the designated System Integrator
- D. No Safety Plan or Project and Site-Specific Safety Plan or an unacceptable Safety Plan or Project and Site-Specific Safety Plan
- E. Default(s) or termination(s) on past or current Contracts.
- F. Failure to pay or settle all bills for labor, materials or services on past or current Contracts.
- G. Failure to provide Closeout Documentation on past or current Contracts.
- H. Failure to fulfill warranty obligations on past or current Contracts.
- I. Failure to comply with directives of the Department on past or current Contracts.
- J. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- K. Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- L. Failure to accept an Award of a Contract made by the Department to the Contractor.
- M. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- N. Failure to provide information requested by the Department pursuant to this Special Provision.
- O. Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17- 229, Chapter 102 (October 2, 1985).
- P. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- Q. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

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

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors must submit certified payrolls electronically using the Elation System web-based reporting. There is no charge for the use of this service. Paper payrolls will not be accepted. Additional information can be found at <https://www.maine.gov/mdot/contractors/bidderinfo/>.

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

SPECIAL PROVISIONS
SECTION 104
UTILITIES

UTILITY COORDINATION

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

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is **NOT** required.

GENERAL INFORMATION

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

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

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

OVERVIEW

MaineDOT Service Contact: Tiffany Tinkham: (207) 485-2358
Tiffany.J.Tinkham@maine.gov

Project Locations: *Note: These locations concentrate near or at a pole with a transformer.***
CCTV-1: Old Town; CCTV-2: Howland; CCTV-3: Howland; CCTV-4: T2 R8 NWP; CCTV-5:
Medway. (WIN 026087.00 Bridge project is associated with the CCTV-3 location.)

Utility	Aerial	Subsurface	Contact Person	Contact Phone
Charter/Spectrum	X		Martin Madden	(207) 478-7941
Fidium/CCI (Old Town, Medway)	1, 5	5	Travis Roberts	(207) 944-2361
FirstLight	1, 4, 5		Jarrold Smith	(603) 396-1100
GoNetspeed	2, 3	2	Jim Knight	(207) 590-5111
MaineDOT Traffic Monitoring	2, 3	5	Aaron Buotte	(207) 215-8103
Versant Power	X	X	Jesper Salverda	(207) 922-0572

All work shall be performed in accordance with Section 104.4.6 Utility Coordination of the MaineDOT Standard Specifications.

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

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

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

***** Specific information regarding the line voltage can be requested from Versant Power. *****

AERIAL

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

Multiple new electric and/or communication service accounts are required for this MaineDOT project. The contractor shall contact **MaineDOT's Tiffany Tinkham: (207) 485-2358** to establish **each new account** with the appropriate power and communication companies.

The contractor shall allow a **twenty-eight (28) day minimum** duration for the establishment of all new accounts.

The contractor shall provide the following information for all new accounts/each new location:

- Closest Address:
- Municipality (town/city):
- Street name:
- Description of Work/Type of Service:
- Communication &/or Power Provider:
- Name, telephone number, and license number of the electrician performing the work:
- Communication Type:
- Existing pole set number for communication/power drop:
- Existing pole set GPS location for communication/power drop?
- MaineDOT Stub Pole #1 GPS location:
- Distance from existing pole to MaineDOT Stub Pole #1:
- Modem Location:
- ITS Cabinet Stub pole #2 GPS location for Modem:
- Distance from the MaineDOT Stub Pole #1 to the ITS Cabinet stub pole #2:
- Existing meter number (if applicable):
- What is the GPS location for communication/power drop?
- Who is the MDOT Project manager for this project?
- Overhead or underground communication/power service?
- What will the communication be for?
- Permanent or temporary communication/power service?
- Voltage and amperage:
- Who will the contact person be? And phone number?

The contractor is responsible for providing a new pole set at each location, as per the contract. These new poles need to be set prior to a new service connection/activation.

Aerial utilities require **five (5) working days' notice** prior to any operations involving work around their lines.

Attention needs to be given to the existing aerial utilities service lines crossing the highway corridor. Each of the existing service lines provide a source of power and/or communication to the surrounding properties.

SUBSURFACE

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

MAINTAINING UTILITY LOCATION MARKINGS

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

UTILITY SIGNING

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

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

- I. To minimize the effects to endangered bat species the following is required:
 - 1. Tree clearing (see Standard Specifications Section 201, and/or Pay Items 201.11, 201.12, and 201.13) is limited to the area shown on the plans and those limits should be reviewed and/or clearly marked in the field prior to mobilization.
 - a. Tree clearing shall occur during the bat inactive season November 1 – April 15
 - 2. Any temporary lighting used must be directed away from trees.
 - 3. If the contractor witnesses a bat (dead or alive), any activities that may injure any live bats must cease immediately and the MaineDOT Environmental Office must be contacted for further coordination. Deceased bats must be collected for further investigation and injured bats must be properly transferred to a veterinarian. MaineDOT Environmental Office will coordinate. Work in that area of the lighting project should not resume until the Environmental Office or Project Resident confirms it is acceptable to do so.
- II. Approvals:
 - 1. Temporary Soil Erosion and Water Pollution Control Plan

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Traffic Control and Management)

1. The Contractor shall maintain a minimum of one lane of alternating one-way traffic at all times for non-Interstate travel lanes and maintain a minimum of one lane of one-way traffic for Interstate travel lanes.
2. The Contractor shall provide a minimum roadway width of 12 feet for one-way alternating traffic on non-Interstate travel lanes and provide a minimum roadway width of 12 feet for one-way traffic on Interstate travel lanes.
3. If night work is requested, the Contractor shall provide the Resident with a 48-hour written notice before beginning night work. After receiving this notice, no work is allowed for 24 hours prior to beginning night work, unless approved by the Resident. Once work has been completed, the Contractor shall provide the same notice to return to day work.
4. The Contractor shall not schedule both day work and night work within the same 24-hour period without prior approval by the Resident and 48-hour notice.
5. Lane closures shall be a maximum length of 1,500 feet.
6. The Contractor's Traffic Control Plan shall address construction practices and schedules that will be implemented to minimize vehicle, pedestrian, and bicycle disruptions.

SPECIAL PROVISION
SECTION 107
Time
(Allowable Work Times)

1. All travel lanes shall be open to traffic and the roadway in safe operating condition when the contractor suspends work for holidays or extended periods of time as directed.
2. Single lane closures and shoulder closures will be permitted on Interstate 95, and on approach ramps and adjacent roads, during daytime hours.
3. Temporary non-Interstate lane closures with one-way alternating traffic may be allowed during daylight working hours controlled through work areas by Flaggers, as approved by the Resident.

STATEWIDE
28452.00
INTERSTATE 95
AUGUST 3, 2026

SPECIAL PROVISION

SECTION 107

Time

(Contract Time)

The Contractor will be allowed to commence work on this project as long as all applicable plans required under this Contract have been submitted and approved, and following a pre-construction meeting.

The completion date for this contract is **September 10, 2027**.

All testing requirements shall be fulfilled prior to the project achieving completion.

All work schedule changes must be submitted for approval to the Department a minimum of 48 hours prior to the requested change.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
LP	626.411	18" Diameter Foundations		C
LP	642.17	Cast-In-Place Concrete Steps		C

SPECIAL PROVISION
SECTION 527
ENERGY ABSORBING UNIT
(Truck Mounted Attenuator)

Description: This work consists of furnishing, maintaining and deploying a truck mounted attenuator (TMA) and a shadow or barrier truck in accordance with this specification and as directed. A Truck Mounted Attenuator must comply with NCHRP Report 350.

Materials: The energy absorbing system shall be from the Department's Qualified Product List (QPL). The TMA shall be mounted in accordance with the manufactures specifications to a truck with a gross vehicle weight of at least 10,000 pounds.

Installation: The chart below identifies the distance from the work zone or hazard where the TMA shall be deployed. If the work zone is within a marked lane closure, the barrier truck distances shall apply and if the work is mobile, then shadow truck distances shall apply. When used as a barrier, the barrier truck shall be parked in low gear with brakes applied and the front wheels turned away from the work zone and the adjacent traffic lane. For placement details, reference the Manual of Uniform Traffic Control Devices (MUTCD).

Weight of Truck	Barrier Truck Distance from Work Zone of Hazard	Shadow Truck Distance from Work Vehicle or Work Zone
10,000 lbs	250 ft	300 ft
15,000 lbs	200 ft	250 ft
>24,000 lbs	150 ft	200 ft

Note - On Interstate and Control of Access roadways the minimum weight of the truck shall be 24,000 lbs.

Method of Measurement: Truck mounted attenuator will be measured by the unit furnished.

Basis of Payment: The accepted quantity of truck mounted attenuator will be paid for at the contract unit price each which includes furnishing and all costs of attaching to and retrofitting of a truck on which The TMA will be deployed. Daily maintenance and deployment of the TMA, including the cost of the truck, shall be considered incidental.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
527.33	Truck Mounted Attenuator	Each

SPECIAL PROVISION
SECTION 642

STEPS

(Cast-in-place Concrete Steps)

Section 642 of the Standard Specifications - STEPS is amended as follows.

642.05 Cast-in-place Concrete Steps

The following sentence replaces the standard text:

Cast-in-place concrete steps and concrete pad shall conform to the applicable requirements of Section 502 - Structural Concrete.

642.06 Method of Measurement

The following paragraph is added:

Cast-in-place concrete pad will not be measured.

642.07 Basis of Payment

The following paragraph is added:

Cast-in-place concrete pad will be incidental to the concrete steps.

Payment of the concrete pad will be incidental under:

PAY ITEM		PAY UNIT
642.17	Cast-in-place Concrete Steps	Cubic Yard

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Wood Pole)

Section 643 of the Standard Specifications - TRAFFIC SIGNALS is amended as follows.

643.01 Description

The following paragraph is added:

This work shall consist of the installation of a new wood pole for highway traffic camera installation.

643.024 Miscellaneous Materials

The following paragraph is added:

Wood poles shall be a minimum of 50-foot in length and shall be Class 1 or Class H-1 in accordance with ANSI 05.1-2022 for Wood Poles and corresponding to Section 720.10 of MaineDOT's Standard Specifications.

643.04 Poles

The following sentence is added:

Wood poles shall not include guys or anchors.

643.18 Method of Measurement

The following paragraph is added:

Wood Pole will be measured by each pole installed and accepted of the height and class indicated in the Plans or these specifications.

643.19 Basis of Payment

The following paragraph is added:

The accepted quantity of wood pole will be paid for at the contract unit price for each pole. Payment shall be full compensation for furnishing and installing the poles, excavation, backfill, and for all other labor, equipment, tools, transportation, and incidentals necessary to install wood poles.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
643.972	Wood Pole	Each

SPECIAL PROVISION
SECTION 654
INTELLIGENT TRANSPORTATION SYSTEMS
(Closed Circuit Television Pole and System Equipment)

Section 654 of the Standard Specifications INTELLIGENT TRANSPORTATION SYSTEMS is amended as follows:

654.01 Description

The following paragraphs are added:

This work shall consist of furnishing, installing, integrating, and testing Highway Traffic Cameras, also referred to as Closed Circuit Television (CCTV), systems and equipment.

This specification also includes furnishing and installing new galvanized steel poles with steel reinforced concrete foundations. The work shall include furnishing and installing all camera equipment and accessories as defined in this specification onto new steel poles with a lowering device mount. The work shall include the testing of all equipment function, all software function, and camera capabilities.

This specification also includes the work necessary to integrate the camera image and video data obtained by the CCTV camera into the Maine Department of Transportation (MaineDOT) Advanced Transportation Management System (ATMS) called New England Compass (Compass). Compass was developed by the Southwest Research Institute (SwRI) and is used by Maine, New Hampshire and Vermont for their respective Transportation Management Centers. The CCTV shall be integrated into MaineDOT's Axis Camera Station software.

654.02 General

The following paragraphs are added:

If any of the following hardware-specific requirements listed in the following sections cannot be met by a willing Bidder, but the Contractor believes that strict conformance to the given requirement is unnecessary or may be accomplished differently, the Contractor shall provide a list of the requirements that cannot be strictly met along with a justification for how the Contractor's proposed CCTV System Equipment may be considered functionally equivalent in accordance with Special Provision 103.

If the Contractor proposes to provide a new CCTV software, the Contractor shall provide a licensed copy of the software to the MaineDOT Transportation Management Center (TMC) for review. MaineDOT reserves the sole authority to determine if the proposed software may be considered functionally equivalent in accordance with Special Provision 103.

CCTV System data integration shall be accomplished with minimal interruption to the existing MaineDOT TMC operations or the existing Axis Camera Station software in use at the TMC. Any required downtime of Compass shall be approved by the Resident at least seven (7) days in advance.

654.021 Materials

The following sections are added:

654.022 CCTV System Equipment – General

1. The CCTV camera shall be compatible with the existing Axis Camera Station software at the MaineDOT TMC. Alternatively, the Contractor may provide a different camera control software; however, if the Contractor elects to provide an alternative software, the Contractor shall also provide software licenses for all existing MaineDOT CCTV cameras, re-integrate all existing CCTV cameras into Compass, and provide 24/7 technical software support for a period of two years following project approval.
2. The CCTV camera shall be Underwriter's Laboratory (UL) approved. UL certification shall be provided with the catalog cuts in the Technical Submittal.
3. The CCTV camera shall weigh no more than 10 pounds.
4. The CCTV camera shall be digital, IP addressable and Ethernet ready.
5. The CCTV interface shall be an RJ45 type connector for 10BASE-T/100BASE-TX, and shall include an IP66-rated RJ45 connector kit.
6. CCTV System Image Requirements:
 - The CCTV shall have the following image setting functionalities: Wide dynamic range (WDR), manual shutter time, compression, color, brightness, sharpness, white balance, exposure control, exposure zones, backlight compensation, fine tuning of behavior at low light, rotation, text and image overlay, 32 individual 3D privacy masks, image freeze on PTZ, electronic image stabilization and automatic defog.
 - The CCTV shall provide a camera imaging system that automatically shifts from daytime mode to nighttime mode, and shifts from color mode to a black- and-white mode under very low light conditions, in order to render a more detailed video image.
 - The CCTV shall provide automatic and manual control of camera imaging characteristics (such as exposure and contrast).
7. The CCTV shall return operational status and report system faults to Compass.
8. The CCTV shall receive and process camera positioning and camera configuration commands received from Compass.
9. The CCTV shall have the capability to be viewed, controlled, and tested locally at the camera site utilizing a laptop computer with OEM software. This shall include the capability to locally retrieve operational status and fault data for the CCTV.
10. The CCTV camera dome shall be constructed of clear polycarbonate with a sun shield.

11. The lower exterior dome shall be made of seamless polycarbonate, optically clear with no distortion, optical discontinuities, or anomalies of any type in any portion of the dome up to 20-degrees above horizontal.
12. The CCTV camera dome drive system shall consist of an integral camera pan-tilt assembly with a variable high speed drive unit with continuous 360-degree rotation, CCD camera, optical and digital zoom, auto focusing, motorized zoom lens and integral camera control receiver.
13. The CCTV shall have user-defined "pre-sets" for position, zoom, exposure and focus, to be defined by the TMC operators.
14. The CCTV shall have a minimum Pan/Tilt/Zoom functionality of: 100 preset positions, 360° endless pan at a speed of 0.05 - 450°/sec; Tilt - 220° at a speed of 0.05 - 450°/sec.
15. TMC control of CCTV PTZ features shall have a latency of no greater than one second.
16. The CCTV shall have an automatic variable pan-tilt speed adjustment operating as a function of degree of zoom.
17. The CCTV shall have a minimum 30x optical zoom and 12x digital zoom, total 360x zoom.
18. The CCTV shall have alarm triggers from multiple sources including intelligent video, PTZ position.
19. The CCTV shall have a minimum 1/3-inch progressive scan CCD image sensor.
20. The CCTV shall have a minimum illumination of: Color: 0.2 lux at 30 IRE; B/W: 0.04 lux at 30 IRE.
21. The CCTV shall have minimum resolution range of: HDTV 320x180 up to 1920x1080, 1080p.
22. The CCTV shall provide H.264 (MPEG-4 Part 10/AVC) and Motion JPEG video compression formats.
23. The CCTV shall have a minimum frame rate of: H.264 25/30 frames per second (fps) (50/60 Hz) in all resolutions, M-JPEG: up to 25/30 fps (50/60 Hz) in all resolutions.
24. The CCTV shall be capable of multi-streaming in H.264 and Motion JPEG formats: Multiple individually configured streams in maximum resolution at 30/25 (60 / 50 Hz) fps. The frame rate and bandwidth shall be controllable.
25. The CCTV shall have the following security features: password protection, IP address filtering, HTTPS encryption, IEEE 802.1X network access control, digest authentication, user access log.
26. The CCTV shall support the following protocols: IPv4/v6, HTTP, HTTPS, QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, and NTCIP.
27. The CCTV shall conform to the ONVIF Profile S standard and have an open Application Programming Interface (API) for software integration.
28. The CCTV camera shall be able to process, at a minimum, the following alarm events:
 - File upload: FTP, HTTP, and network share.
 - Email notification: email, HTTP and TCP.
 - Data transmitted from CCTV camera: PTZ preset, guard tour, video recording to edge storage, auto-tracking, day/night mode, and pre- and post-alarm video buffering.

29. The CCTV installation shall include two (2) in-line transient voltage surge suppression (TVSS) to protect against transients and surges carried by the associated Ethernet cable. One unit shall be placed within 5 feet of the camera enclosure and the second internal to the ITS cabinet before the associated Ethernet switch port.
30. The CCTV shall be powered by an industrial grade Power Over Ethernet Injector (POEI).
 - a. The POEI shall provide operating power and Ethernet data to the CCTV. The POEI power consumption shall not exceed 60 watts.
 - b. The POEI shall include integral TVSS to protect against transients and surges on the incoming power and data (Ethernet) connections to the POEI, as well as to protect against transients and surges on the outgoing data (Ethernet) connection to the camera. The TVSS shall be a product approved by the CCTV manufacturer for use with the camera.
31. The CCTV shall be housed in an environmentally hardened aluminum enclosure suitable for continuous outdoor use and shall feature an internal temperature regulation system. The CCTV shall be IP66-, NEMA 4X- and IK09-rated and shall have an operating temperature range of -40°F to +122°F, minimum.

654.023 CCTV Support Pole and Lowering Device

1. The CCTV support pole and all associated members shall be designed by a licensed Professional Engineer and designed and fabricated in accordance with the current edition of *AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* and *MaineDOT Standard Specifications Section 504*, except as noted below:

Basic Wind Speed: 1700-year Mean Recurrence Interval (MRI) basic wind speed of 130 mph (209 km/hr)

Fatigue Importance Category: Cantilevered Category II (poles with distance to roadway > height of pole)

Fatigue Importance Category: Cantilevered Category I (poles with distance to roadway ≤ height of pole)
2. The pole shaft shall be one or two-piece construction and shall conform to ASTM A595 Grade A with a minimum yield strength of 55 ksi or ASTM A572 with a minimum yield strength of 55 ksi.
3. The pole shaft and all associated ancillary members shall be steel, galvanized in accordance with the current *AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* and *MaineDOT Standard Specifications Section 720*.
4. The CCTV support pole shall be designed to support the CCTV camera, dual lowering devices (even if the proposed structure only requires one lowering device), and ancillary equipment in the quantities and locations indicated on the CCTV Detail plan sheets. If only one lowering device is shown on the CCTV Detail plan, the design calculations shall account for a second lowering device located at 90 degrees from the proposed device. Close consideration shall be given to the effective projected area of the complete lowering system and equipment to be mounted on the pole along with the weight of attached hardware when designing the pole to meet the specified deflection performance criteria, including consideration for all possible loading combinations; and the factored design forces and

resistances for all components which comprise the proposed structure. The top of the pole total deflection shall not exceed the following:

- a. 1 percent of pole height due to 90 MPH (non-gust) winds; and
 - b. 1 inch due to 30 MPH (non-gust) winds.
5. The calculations shall include a pole, base plate, and anchor rod analysis (embedded length shall be confirmed by the Engineer designing the foundation). The pole
6. calculations shall be analyzed at the pole base and at 5-foot pole intervals along the full height of the pole. At each of these locations, the following information shall be provided by the Contractor:
 - a. The pole's diameter, thickness, section modulus, moment of inertia, and cross sectional area.
 - b. The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each trapezoidal pole segment.
 - c. The factored axial force, shear force, primary moment, total moment, axial resistance, bending resistance, and capacity demand ratio (CDR) at each elevation.
 - d. The pole's angular and linear deflection at each location.
7. Hand Holes: The hand hole openings shall be reinforced with a minimum 2-inch wide hot rolled steel rim. The nominal outside dimension is 6 inches x 27 inches. The hand hole shall have a galvanized steel cover secured with a clip on lock and tamper proof bolts. The hand hole shall have a tapped hole for mounting a portable lowering tool. The hand holes shall be fully compatible with the portable lowering tool.
8. Weatherhead: A two-inch galvanized steel weatherhead shall be factory installed in the camera pole for wire access near the top of the pole as shown on the support pole plan details. No field drilling will be permitted.
9. Pole Top Tenon: The pole shall have a plate-mounted tenon that allows the field modification of the arms/camera orientation up to 360 degrees. The Engineer can then make slight orientation modifications to the camera mounts to allow optimum viewing in case of future road development; change in terrain or a change in the viewing needs priority. The tenon shall have mounting holes and slot for the mounting of the camera-lowering systems. The tenon shall be of dimensions necessary to facilitate dual camera lowering device component installations. Each slot shall be parallel to the pole centerline for mounting the lowering devices.
10. Cable Supports / Wire Eyes and Park Stands: Two wire eyes and three park stands shall be located within the pole. One wire eye shall be positioned 2 inches below the hand hole and the other shall be positioned one inch directly below the top of tenon. Two park stands shall be positioned a maximum of 2.0 inches below the top of the hand hole and located at 90 and 270 degrees from the hand hole. A third park stand shall be located in the center of the upper inside edge of the hand hole as shown on the drawings. These park stands shall be a minimum of ¼ inch O.D. and a max 3/8-inch O.D.
11. Base Plate: Base plates shall conform to ASTM A36 or A572 Grade 42.
12. Lightning Dissipater: The CCTV support pole shall be supplied with a lightning dissipater, consisting of a series of at least four spot dissipaters in a candelabra arrangement with a single mounting assembly. The lightning dissipater system shall include surge suppressor devices of the type recommended by the lightning dissipater manufacturer, and shall

properly interface with the pole mounted dissipater, and the size and type of cables used for communication and control of any installed equipment.

13. Camera Junction Boxes: The camera junction boxes shall be of clamshell design with one hinge side and one latch side to facilitate easy opening. The general shape of the box shall be cylindrical to minimize the EPA. The Camera Junction Boxes shall have
14. stabilizing weights on the outside of the box to increase room on the interior. The boxes shall be capable of having up to 40 pounds of stabilizing weights. The bottom of the Camera Junction Boxes shall be drilled and tapped to accept industry standard dome housings and be able to be modified to accept a wide variety of other camera mountings. The junction boxes shall be gasketed to prevent water intrusion. The bottom of the box shall incorporate a screened and vented hole to allow airflow and reduce internal condensation per the manufacturer's specifications.
15. Camera Lowering Systems: The camera lowering systems shall be designed to support and lower an IP driven CCTV camera, lens, housing, pan-tilt-zoom (PTZ) mechanism, cabling, connectors and other supporting field components without damage or causing degradation of camera operations. The lowering systems shall consist, at a minimum, of a pole, suspension contact unit, divided support arm, and a pole adapter for attachment to a pole top tenon, pole top junction box, and camera connection box. The divided support arm and receiver brackets shall be designed to self-align the contact unit with the pole center line during installation and ensure the contact unit cannot twist under high wind conditions. The support arms shall be designed such that the arm will be locked in place to withstand camera support arm rotation under high wind conditions by either geometry, through-bolt construction, or other means.
16. The camera-lowering devices shall withstand wind forces of 100 MPH with a 30 percent gust factor using a 1.65 safety factor.
17. Suspension Contact Unit: The suspension contact unit shall have a load capacity of 600 pounds with a 4 to 1 safety factor. There shall be a locking mechanism between the fixed and moveable components of the lowering device. The movable assembly shall have a minimum of 2 latches. This latching mechanism shall securely hold the device and its mounted equipment. The contact unit housing shall be weatherproof with a gasket provided to seal the interior from dust and moisture.
18. The prefabricated components of the lift unit support systems shall be designed to preclude the lifting cables from contacting the power or video cabling. The lowering device manufacturer shall provide conduit mount adapters for housing and isolating the lowering cables inside the pole.
19. The female and male socket contact halves of the connector block shall be made of a UL94, V-0 rated thermosetting synthetic rubber or approved equivalent. The female barrel contacts and the male pin contacts shall be encased into the connector block body.
20. All electrical and communication connections between the fixed and lowerable portion of the contact block shall be protected from exposure to the weather by a waterproof seal to prevent moisture infiltration and degradation of the electrical contacts.
21. The electrical connections between the fixed and movable lowering device components shall be designed to conduct high frequency data bits and 1 volt peak-to-peak video signals as well as the power requirements for operation of dome environmental controls.

22. The interface and locking components shall be made of stainless steel and/or aluminum. All external components of the lowering device shall be made of corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment.
23. The corrosion resistance materials shall be as per manufacturer's specifications and procedures.
24. The camera assembly manufacturer shall provide the power and signal connectors for attachment to the bare leads in the pole top and camera junction boxes.
25. The camera assembly manufacturer shall provide a mounting flange sufficient for mounting their respective camera assembly to the bottom of the camera connection box.
26. Portable Lowering Tool: The manufacturer shall provide a variable speed, heavy-duty reversible drill motor and a lowering tool. The lowering tool shall be made of durable and corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment. This tool shall be compatible with accessing the support cable through the hand hole of the pole. The tool shall support itself and the load assuring lowering operations and shall provide a means to prevent freewheeling when loaded. The lowering tool shall have a reduction gear to reduce the manual effort required to operate the lifting handle to raise and lower a capacity load.
27. The lowering tool shall be provided with an adapter for operating the lowering device by a portable drill using a clutch mechanism. The lowering tool shall be equipped with a positive breaking mechanism to secure the cable reel during raising and lowering operations and prevent freewheeling.

654.024 CCTV Foundation. The foundation for the CCTV pole shall be constructed in accordance with Section 626 for drilled shaft foundations.

654.025 CCTV Cables

- a. All equipment shall be supplied with the Manufacturer's recommended cables.
- b. All free-hanging Ethernet cable shall be plenum type.

654.03 Construction

The following sections are added:

654.031 CCTV System Construction Requirements

The Contractor shall install the CCTV system equipment in accordance with the Plans. The Contractor shall be responsible for all other work to provide a fully functional, operational, and integrated CCTV System at the locations identified in the Plans.

The Contractor shall install, configure, and test the CCTV image and video data in Compass and the MaineDOT Axis Camera Station software. The Contractor shall provide the first year software license for the new camera.

1. Power Requirements

- a. Each CCTV location shall be supplied with adequate power to meet the site and sensor design loads. The power may be AC (public utility power as provided by others) or DC (solar power system) as required by the Plans.
 - b. Where solar power is provided, the Contractor shall furnish, install, configure and test the solar power system equipment to provide the required power to the CCTV equipment.
2. Grounding, Bonding and Transient Voltage Surge Suppression System Requirements
- a. All CCTV sites shall be grounded to a minimum of 25 ohms to ground. If other national, state, or local grounding requirements are more stringent than those of the manufacturer, the applicable national, state, or local code shall apply.
 - b. The Contractor shall install solid copper or copper clad ground rod (minimum of four each at $\frac{3}{4}$ -inch x 10-foot) along with #4 AWG ground wire and fittings at the base of the CCTV equipment pole. The Contractor shall install additional ground rods required to meet the minimum grounding requirement.
 - c. The ground wire shall be exothermically welded to each ground rod installed with all ground rods attached to every other ground rod via the ground wire.
 - d. The CCTV grounding system shall be bonded to the controller enclosure bus- bar and the steel support structure in accordance with National Electric Code (NEC) requirements.
 - e. The Contractor shall furnish and install Transient Voltage Surge Suppressor (TVSS) devices for all power and communications conductors installed.
 - i. The Contractor shall provide and install a TVSS between the AC power mains and all installed equipment.
 - ii. The CCTV shall include integral TVSS to protect against transients and surges on all incoming power and data connections to the CCTV. The TVSS shall be a product approved by the CCTV manufacturer for use with the CCTV.
 - f. The CCTV support pole shall be supplied with an air terminal that is bonded by an insulated wire to the earth terminal-wire attachment at the base of the pole.
 - g. The CCTV support pole shall be supplied with a lightning dissipater that is attached to a #6 AWG stranded bare copper wire bonded to the ground terminal.
 - h. The lightning dissipater system shall include surge suppressor devices of the type recommended by the lightning dissipater manufacturer, and shall properly interface with the pole mounted dissipater, and the size and type of cables installed in the CCTV support pole.
 - i. The lightning dissipater shall be attached to the CCTV support pole using manufacturer-recommended clamps that are attached to the pole. These clamps shall rigidly hold the lightning dissipater to the CCTV support pole in winds up to 100 MPH.
 - ii. The lightning dissipater shall be offset from the CCTV support pole and provide protection for the site above any installed equipment without interfering with the functionality of any equipment or sensors.
 - i. The CCTV lowering systems shall also be grounded to the same system as the CCTV support pole. The CCTV support pole shall also include provisions to allow

for grounding connections of CCTV cameras through a lug located in the camera junction box. All installed CCTV cameras, lowering systems, and any other installed equipment shall be grounded.

3. Communications Requirements

- a. The CCTV system shall transmit image and video data to Compass and MaineDOT's Axis Camera Station software currently in operation.
- b. The Contractor shall provide all necessary equipment, cables, hardware, and ancillary equipment to capture the CCTV image and video data and transmit the data to Compass and to the Axis Camera Station software at the MaineDOT TMC.
- c. The communication system shall allow for configuration control and troubleshooting of the CCTV equipment through both a local onsite connection and through a remote connection to the controller.

4. CCTV Support Pole with Lowering Devices.

- a. The Contractor shall supply and install internal conduits inside the pole to isolate and separate the lowering cables from all other equipment cables. These conduits shall interface with the lowering device through Manufacturer supplied mounting adapters. Only the lowering cable shall be permitted to move within the pole or lowering device during lowering or raising operations.
- b. The lowering system shall be provided and installed with all components as per manufacturer's specifications and procedures. The Contractor shall arrange for the Manufacturer's factory representative to be present on site to assist with the assembly, installation and testing of the lowering system.
- c. Camera lowering devices shall be installed to provide unobstructed camera views along the mainline roadway.
- d. Weights and/or counterweights shall be provided by the Manufacturer as necessary to assure that the alignment of pins and connectors are proper for the camera support to be raised into position without binding. The lowering unit shall have sufficient weight to disengage the camera and its control components for lowering.
- e. The Contractor shall provide a sealant between the lowering device and the camera assembly to assure water tightness of the camera assembly.

5. ITS Cables

- a. All equipment shall be installed using the Manufacturer's recommended cables.
- b. All cables shall be installed in a continuous run. Splicing will not be allowed.

654.04 Software and Integration Requirements

The following paragraphs are added:

If the Contractor proposes to supply equipment that is not fully compatible with Compass or the current Axis Camera Station software, the Contractor shall be required to fully integrate the non-compatible equipment into Compass and the Axis Camera Station software so that the new equipment operates in the programs in the same manner as the existing CCTV cameras. All costs associated with software development, coordination with the SwRI, and for all integration services

shall be the responsibility of the Contractor. After the first year license, Axis Camera Station Software licensing fees will be paid by MaineDOT.

The Contractor shall ensure that Compass and the Axis Camera Station software reporting functions include and incorporate the new CCTV sites installed on this project.

654.07 Method of Measurement

The following paragraphs are added:

Highway Traffic Camera shall be measured by each installed, tested, operational, and accepted.

Closed Circuit Television (CCTV) Systems will be measured for payment by the lump sum complete in place per site, satisfactorily installed, tested, operational, and accepted.

654.08 Basis of Payment.

The accepted quantities of Highway Traffic Camera will be paid for at the contract unit price each complete in place. Payment shall be full compensation for furnishing and installing all Highway Traffic Cameras, Ethernet cables and associated communication equipment, power over Ethernet injectors (POEI), grounding and TVSS equipment, integration and software modifications, software licensing, system testing, training, warranties and guaranties, and all appurtenances, labor, tools, materials, transportation and incidentals required for a complete and functional installation.

Closed Circuit Television (CCTV) Systems will be paid for at the contract lump sum price for each location. Such price will be full compensation for furnishing and installing all materials, including but not limited to the CCTV camera; CCTV controller; support poles and foundations; lowering device system; mounting brackets and hardware; flexible and internal conduits; Ethernet cables and associated communication equipment; power over Ethernet injectors (POEI); grounding and TVSS equipment; integration and software modifications; software licensing; system testing; training; warranties and guaranties; and all appurtenances, labor, tools, materials, transportation and incidentals required for a complete and functional installation. Payment shall include all design calculations, submittals, and shop drawings for the support pole.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
654.10	Highway Traffic Camera	Each

SPECIAL PROVISION
SECTION 654
INTELLIGENT TRANSPORTATION SYSTEMS
(Camera Connection)

Section 654 of the Standard Specifications – Intelligent Transportation Systems is amended as follows:

654.01 Description

The following paragraph is added:

This item shall consist of furnishing and installing a mounting system with lowering device and conduit for a highway traffic camera (also referred to as a Closed-Circuit Television) to be mounted to an new wooden pole. The Contractor is responsible for developing final connection details for extension arms with lowering devices.

654.021 Materials

The following section is added:

654.022 Camera Connection – CCTV Camera Mount

1. The CCTV camera mounting bracket and hardware shall be of the type recommended by the CCTV manufacturer, such that the CCTV camera can be securely affixed to the structure and resists movement from environmental forces that may shift the camera out of alignment.
 - a. When mounting to a pole or other rounded support structure, the mounting shall include a notched or curved baseplate such that the baseplate maintains a minimum of two points of contact to the curved surface.
2. The CCTV camera mount shall be manufactured of aluminum, or similar approved non-corrosive material, and powder coated white or light gray in color unless otherwise directed.
 - a. Pipe style mounts shall include an internal manufacturer recommended pipe seal to protect against insect, water, and dust intrusion.

654.026 Camera Lowering Device System

1. The camera lowering system shall be designed to support, lower for access, and raise to mounting height an IP driven CCTV camera, lens, housing, pan-tilt-zoom (PTZ) mechanism, cabling, connectors, and other supporting field components without damage or causing degradation of the camera operations.
2. The lowering systems shall consist, at a minimum, of a suspension contact unit, divided support arm, and mounting hardware for attachment to the support structure identified in the plans.

3. The divided support arm and receiver brackets shall be designed to self-align the contact unit with the pole center line during installation and ensure the contact unit cannot twist under high wind conditions.
4. The support arms shall be designed such that the arm will be locked in place to withstand camera support arm rotation under high wind conditions by either geometry, through-bolt construction, or other means.
5. Suspension Contact Unit: The suspension contact unit shall have a load capacity of 600 pounds with a 4 to 1 safety factor. There shall be a locking mechanism between the fixed and moveable components of the lowering device. The movable assembly shall have a minimum of 2 latches. This latching mechanism shall securely hold the device and its mounted equipment. The contact unit housing shall be weatherproof with a gasket provided to seal the interior from dust and moisture.
6. The camera lowering device shall withstand wind forces of 130 mph with a 30 percent gust factor using 1.65 safety factor.
7. The prefabricated components of the lift unit support systems shall be designed to preclude the lifting cables from contacting the power or video cabling. The lowering device manufacturer shall provide conduit mount adapters for housing and isolating the lowering cables inside the pole.
8. The lowering device unit shall be equipped with multiple contact connector designed and tested for Ethernet Fed IP Cameras with or without POE. The Contact Connectors shall be designed for extreme environmental outdoor use.
9. The female and male socket contact halves of the ethernet connector block shall be made of a UL94, V-0 rated thermosetting synthetic rubber. Plastic ethernet contact blocks will not be permitted.
10. All electrical and communication connections between the fixed and lowerable portion of the contact block shall be protected from exposure to the weather by a waterproof seal to prevent moisture infiltration and degradation of the electrical contacts.
11. The electrical connections between the fixed and movable lowering device components shall be designed to conduct high frequency data bits and 1 volt peak-to-peak video signals as well as the power requirements for operation of dome camera environmental controls.
12. The interface and locking components shall be made of stainless steel and/or aluminum. All external components of the lowering device shall be made of corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment. The corrosion resistance materials shall be as per manufacturer's specifications and procedures.
13. Portable Lowering Tool: The manufacturer shall provide a variable speed, heavy-duty reversible drill motor and a lowering tool. The lowering tool shall be made of durable and corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment. This tool shall be compatible with accessing the support cable through the hand hole of the pole. The tool shall support itself and the load assuring lowering operations and shall provide a means to prevent freewheeling when loaded. The lowering tool shall have a reduction gear to reduce the manual effort required to operate the lifting handle to raise and lower a capacity load.

14. The lowering tool shall be provided with an adapter for operating the lowering device by a portable drill using a clutch mechanism. The lowering tool shall be equipped with a positive breaking mechanism to secure the cable reel during raising and lowering operations and prevent freewheeling.

654.03 Construction

The following sections are added:

654.034 CCTV Camera Connection – Wood Pole Mounting

1. Camera wiring shall be installed in a conduit system independent of the lowering support cable conduit. The conduit system shall provide a watertight installation and prevent moisture damage to the CCTV and to the ITS Equipment cabinet.
2. Contractor shall design, furnish, and install a support system for mounting the camera lowering device to a wood pole. A sample of a potential system is shown in the Plans.
3. The Contractor shall supply two 2-inch rigid steel conduits pathways to the upper mounting box.
 - a. One 2-inch rigid steel conduit shall house the stainless steel lowering cable. This conduit shall be a direct connection between the upper mounting box and the winch box.
 - b. The 2-inch rigid steel conduit between the winch box and the upper mounting box that contains the lowering stainless-steel cable shall be installed plumb and not have any bends or kinks.
 - c. The second 2-inch rigid steel conduit shall house the communications cable for the CCTV. This conduit shall enter the upper mounting box. This conduit shall not enter the winch box. This conduit shall be connected to the ITS Equipment cabinet.
4. The Contractor shall furnish and install stand off brackets for the two 2-inch rigid steel conduits that feed the upper mounting box.
5. The Contractor shall ensure there is a clear vertical pathway for the camera to be lowered to ground that avoids having the camera come down directly above someone at the winch box.
6. The 2-inch rigid steel conduit between the winch box and the upper mounting box that contains the lowering stainless-steel cable shall be installed plumb and not have any bends or kinks.
7. The Contractor shall install the lightning dissipater to be above and offset from the camera to protect the installed equipment without interfering with the functionality of the equipment. The lightning dissipater shall be connected to the grounding system.
8. The Contractor shall install a collar between the banding straps and the wood pole at both points where the lowering device upper mounting box and the winch box are mounted to the wood pole to ensure the straps and/or junction boxes do not damage or become embedded into the wood pole.

654.035 Installation of the Camera Lowering System

1. The lowering system shall be provided and installed with all components as per manufacturer's specifications and procedures.

2. The Contractor shall arrange for the Manufacturer's factory representative to be present on site to assist with the assembly, installation and testing of the camera lowering system.
3. Camera lowering devices shall be installed to provide unobstructed camera views along the mainline roadway.
4. Weights and/or counterweights shall be provided by the Manufacturer as necessary to assure that the alignment of pins and connectors are proper for the camera support to be raised into position without binding. The lowering unit shall have sufficient weight to disengage the camera and its control components for lowering.
5. The Contractor shall provide a sealant between the lowering device and the camera assembly to assure water tightness of the camera assembly.

654.036 Grounding System

1. All camera sites shall be grounded to a minimum of 25 ohms to ground. If other national, state, or local grounding requirements are more stringent than those of the manufacturer, the applicable national, state, or local codes shall apply.
2. The Contractor shall install solid copper or copper-clad ground rods (minimum of four each at 3/4-inch x 10-foot) along with #4 AWG ground wire and fittings at the base of the camera system. The Contractor shall install additional ground rods required to meet the minimum grounding requirements.
3. The ground wire shall be exothermically welded to each ground rod installed with all ground rods attached to every other ground rod via the ground wire.
4. The camera grounding system shall be bonded to the controller enclosure bus-bar and the support structure in accordance with National Electric Code (NEC) requirements.
5. The camera support shall be supplied with an air terminal that is bonded by an insulated wire to the earth terminal-wire attachment at the base.
6. The camera lowering systems shall be grounded to the same system as the camera system.

654.07 Method of Measurement

The following paragraphs are added:

Camera Connection – Mast Arm shall be measured by each mounting system furnished, installed, and accepted in place on a wood pole.

The following section is added:

654.08 Basis of Payment

The accepted quantities of Camera Connection – Mast Arm will be paid for at the contract unit price each complete in place. Payment shall be full compensation for furnishing and installing all mounting brackets, mounting hardware, camera lowering system with portable lowering tool, junction boxes, rigid steel conduits, flexible conduit, lightning dissipaters, grounding systems, cables, tools, materials, incidentals, and labor necessary to provide a complete mounting system.

STATEWIDE
28452.00
INTERSTATE 95
AUGUST 3, 2026

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
654.101	Camera Connection – Mast Arm	Each

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING
(Relocating Existing Sign Assembly and Post)

Section 645 of the Standard Specifications – HIGHWAY SIGNING is amended as follows.

642.08 Method of Measurement

The following paragraph is added:

The relocation of existing sign assembly and post shall be measured by each unit.

642.09 Basis of Payment

The following paragraph is added:

The relocation of existing sign assembly and post shall include all incidental hardware and labor to remove the existing sign from the existing foundations and reinstall the sign on new foundations.

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
645.1061	Relocating Existing Sign Assembly and Post	Each

SPECIAL PROVISION

SECTION 654
INTELLIGENT TRANSPORTATION SYSTEMS
(ITS Equipment Cabinet)

Section 654 of the Standard Specifications – Intelligent Transportation Systems – is amended as follows:

654.01 Description

This work shall consist of the furnishing, configuring, integration and testing of intelligent transportation systems (ITS) devices, equipment, and associated materials. This specification includes materials, integration, and warranty requirements for all ITS systems. Each specific ITS system or device will include its own specification that supplements the requirements of this specification.

654.02 General

All ITS equipment shall be new unless otherwise specified. Requests for substitution of any specified material shall be submitted in writing with all documentation (specifications, mill certifications, catalog cuts, shop drawings, etc.) in order to enable the Department to evaluate the equivalency of the substitution. Substitutes shall give equal or better service than the specified material or equipment.

654.021 Materials

The Contractor shall provide a complete Technical Submittal as outlined below for all ITS systems, devices, and equipment. The requirements for the ITS Technical Submittal shall meet the following requirements and additional requirements as indicated by the specific ITS system, device, or equipment specifications:

1. This specification includes the universal requirements for all ITS Technical Submittals; additional requirements for specific ITS systems, devices, and equipment may be found in other specifications.
2. The Contractor shall not proceed with manufacture or fabrication until the Resident has approved the submittals in accordance with Section 105.7.
 - a. The Contractor shall provide drawings, manufacturer's specifications, and applicable catalog cuts for all materials and components for this work, submitted in accordance with Section 105.7.
 - b. The Technical Submittal shall list all proposed equipment to be provided, including mounting hardware as applicable.
 - c. The Contractor shall provide cabinet diagrams for all equipment cabinets showing installed hardware and wiring connections.
 - d. The Contractor shall provide electric load calculations required for all power supply equipment to be installed.

Where solar powered systems are required, the Contractor shall provide solar power calculations to indicate the size, quantity, and capacity of the solar panels and batteries to meet the required autonomy standards

The following sections are added:

654.026 Pole Mounted ITS Cabinet

1. Pole Mounted ITS Equipment Cabinets shall be of sufficient size to accommodate all necessary equipment without overcrowding. The cabinet shall have spare space to permit the installation of a spare battery.
2. Pole Mounted ITS Equipment Cabinets shall be 66”H x 24”W x 30”D. The cabinets shall have two locking doors located on opposite sides of the cabinet. All equipment housed in the cabinet shall be rack mountable. The cabinets shall be attached to pole with mounting brackets.
3. Each cabinet shall contain a full-height standard EIA 19-inch rack. The rack shall be secured within the cabinet by mounts at the top and bottom.
4. The cabinets shall protect all equipment against sustained winds of 90 miles per hour (MPH), with 120 MPH wind gusts, blowing sand and dust, roadside pollutants from vehicle exhausts, blowing rain and snow, and heavy ice accumulations.
5. The cabinets shall be weatherproof with the top of the enclosure crowned or slanted to prevent standing water. The field cabinet shall also provide protection against vandalism and theft of equipment. Each cabinet door shall be supplied and installed with Corbin 1548-1 locks for access by #2 keys.
6. The cabinets and doors shall be constructed from sheet aluminum, which has a minimum thickness of 0.125 inches. All welds shall be neatly formatted and free of cracks, blowholes and other irregularities.
7. The cabinets shall be supplied with a captive door restraint bar. The bar shall allow the door to be kept open at a minimum of two different angles, with one at 90 degrees and the other in the fully open position. The door restraint bar shall be supplied and installed such that the door is held in place during a 40 MPH wind without the restraint bar being bent. The door restraint bar shall be provided to prevent door movement when open in windy conditions
8. Door hinges shall be continuous and bolted to the cabinet and door utilizing steel carriage bolts and nylock nuts. The hinges shall be made of a minimum 0.083-inch thick aluminum and shall have a minimum 0.250-inch diameter stainless steel hinge pin. The hinge pin shall be capped at the top and bottom by a weld to prevent removal.
9. The top and bottom of the latching pushrods shall contain nylon rollers to promote secure door closure.
10. The door handles shall be stainless steel. The latching handles shall have provisions for padlocking in the closed position.
11. The cabinets shall contain a power panel, sized for the required current and the required number of circuit breakers. The panel shall also contain a single phase filtering surge protector, designed for use within traffic equipment cabinets, to absorb power line noise and switching transients. The cabinet shall also be supplied with electrical neutral and ground terminal busses.

12. The cabinets shall be equipped with a slide out metal drawer, constructed and installed such that it is capable of holding a 15-pound notebook computer, and mounted at a suitable height for a technician to use as a computer workstation.
13. The air filters shall have an average rated efficiency of 30% and an arrestance of 90% when tested in accordance with ASHRAE 52.1-1992 Test Standard. The filter shall be listed and rated Class 2 by the Underwriters Laboratories. Filters shall have a metal structure; paper or paper-based filters shall be prohibited.
14. All intake and exhaust vents shall meet NEMA 3R requirements with and without powering the air venting arrangements.
15. All conduits terminating in the cabinet shall be sealed with duct sealant. Use of tape to permanently seal conduits shall be prohibited.
 - a. Conduits less than 1 inch diameter shall be sealed with a silicone sealant.
 - b. Conduits greater than 1 inch diameter shall be filled with steel wool in addition to being sealed with duct sealant.
16. Pole mounted cabinets shall be installed with doors opening parallel to adjacent traffic.
17. All cabinet electrical wiring and communication cables shall be of diameters and colors as required by the device Manufacturers.
 - a. Wire connections shall be made without excessively long exposed conductors, or unraveled strands extending beyond connections, to prevent shock hazards.
 - b. Cabinet wiring shall be secured with appropriate cable ties to maintain a neat appearance.
18. Each cabinet shall contain a power panel containing a primary circuit breaker, which will accept the incoming 120 VAC, single-phase power. This primary circuit breaker shall serve as the electrical disconnect for the cabinet and shall shut off all cabinet power when in the "off" position.
19. The primary circuit breaker shall be a single pole, 30-amp breaker. Two additional single pole, 20 amp circuit breakers shall be supplied, installed and be fed from the primary circuit breaker.
 - a. One of the 20 amp circuit breakers shall feed the four 15 amp, electrical outlets to be installed in the cabinet.
 - b. The other 20 amp circuit breaker shall feed a power distribution buss, providing hard wired electrical feed for the lamps, the electric fan, and all other integrated electrical equipment.
20. The power panel shall also contain a single phase filtering surge protector.
21. The field cabinets shall be provided with a minimum of four utility electric power outlets to support electrical equipment. The utility power outlets shall be installed within the field cabinet and not on the cabinet doors.
22. The current rating of all utility outlets shall be 15 amperes, with at least one being a GFCI outlet.
23. The field cabinets shall include a thermostatically controlled electric cooling fan, capable of maintaining temperatures inside the cabinet to that recommended by the equipment Manufacturers for outside installations, or as specified in these Special Provisions.
24. Thermostats for controlling electric cooling fans shall have the capability of being field adjusted from 50°F to 120°F.

25. All exposed, high voltage electrical terminals shall be insulated with non-conducting material such as rubber boots or silicone/rubber caulking.
26. The cabinets shall be electrically bonded to all associated metallic ITS Device support structure grounding systems, as described below or shown on the Plans.
27. All air venting arrangements shall contain air filters. All fans shall be located above the air filters at the top of the cabinets. All exhaust vents shall be furnished with a screen to prevent insects from entering the field cabinet.
28. The cabinets shall be supplied and installed with two internal lights located in the top of each cabinet inside each door. These lights shall automatically turn on when the cabinet doors are open and shut off when the doors are closed. The lights shall be hardwire-connected to the cabinet's electrical power distribution buss. The lights shall be LED.
29. The Contractor shall furnish, in a watertight container, a control cabinet-wiring diagram. Three sets of identical wiring diagrams shall be furnished for each cabinet.
30. If tracer wire equipment connection points are installed inside ITS equipment cabinets, the tracer wire shall enter the cabinet through a conduit or conduit riser specifically installed for that purpose.
31. All equipment shall be installed using the Manufacturer's recommended cables.
32. The Contractor shall furnish, install, connect, and test all Category 6 (Cat6) cables, of the types required for the application, at locations shown in the Plans or as required to construct a complete, functional system.
33. The Cat6 cables shall not exceed 325 feet in length unless the Contractor is granted written permission from the Engineer.
 - a. All cables shall be installed in a continuous run. Splicing will not be allowed.

654.027 Grounding, Bonding and Surge Suppression:

The Contractor shall provide grounding and Transient Voltage Surge Suppression (TVSS) at all ITS cabinets. The Contractor shall provide grounding connections between each TVSS device and the main grounding terminus in the cabinet. Each TVSS device shall have a dedicated grounding connection, directly with the grounding terminus. Daisy-chaining of grounding connection is not permitted.

1. The Contractor shall furnish and install TVSS devices for all power and communications conductors leaving the ITS equipment cabinets, including but not limited to utility service, and power and communications for all ITS devices that are external to the cabinet.
2. The power panel of all ITS cabinets shall contain a single phase filtering surge protector, connected to the load side of the primary circuit breaker. The electrical neutral buss, the ground buss, the cabinet shell, and the ground rod shall all be wired in conformance to the applicable electrical codes.
3. All grounding shall meet the requirements of the installed equipment Manufacturers. In the event that the Manufacturers' requirements are more stringent than those of the national, state, and local codes, then the Manufacturers' grounding requirements shall apply.
4. Each ITS cabinet shall include at least one 3/4-inch by 10-foot ground rod made of solid copper or copper-clad steel rod. A #4 AWG copper ground wire shall be connected to the ground lug on the cabinet or support structure, and exothermically welded to the ground.

rod. Additional ground rods shall be furnished and installed to provide required grounding. Minimum resistance to ground shall be 25 ohms or in accordance with the cabinet component's equipment manufacturer's requirements, whichever is more stringent.

5. For grounding connections internal to the cabinets or support structure, a conduit shall be installed through the foundation specifically to provide the means to connect the ground wire to the ground rods. Ground wires shall not be mounted externally to any structure, and shall not be installed in conduit with any other power or communication wiring.
6. All ITS cabinets shall be electrically bonded to their associated ITS device support structure ground system using #4 AWG copper wires. The #4 AWG copper wires shall be installed between the support structures and the cabinets providing a common ground system for each terminus.

654.07 Method of Measurement

The following paragraph is added: Pole mounted ITS Equipment Cabinet shall be measured by each cabinet installed in place.

654.08 Basis of Payment

The accepted quantities of ITS Equipment Cabinet will be paid for at the contract unit price each complete in place. Payment shall be full compensation for the cabinet, cabinet components, foundation, platform and work pads, mounting hardware, grounding, TVSS, thermostats, fans, power panel, electrical service connection, grounding, bonding, locks, cables, installation and testing.

If more than one ground rod is required to achieve the required earth grounding, all additional rod installations and wire connections will be subsidiary to the ITS Equipment Cabinet item.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
654.31	ITS Equipment Cabinet	Each

SPECIAL PROVISION
SECTION 654
INTELLIGENT TRANSPORTATION SYSTEMS
(POE Ethernet Switch)

Special Provision 654 ITS BASE SPECIFICATION is amended as follows:

654.01 Description

The following paragraph is added:

This item shall consist of furnishing and installing a 1 Gigabit per second (Gbps) Ethernet Switch, as well as all needed accessories required for a full and complete installation, including but not limited to power adapters and Ethernet patch cables.

654.021 Materials

The following section is added:

POE Ethernet Switch

The materials for this work shall conform to the following requirements:

1. The Ethernet Switch shall have a multi-speed 10/100/1000 Mbps Ethernet ports with RJ45 connectors. The Contractor shall determine the number of ports required for the project installation and provide a switch with the required number of ports, plus a minimum of two spare Ethernet ports with RJ45 connectors.
2. The switch shall be installed within the field cabinets as shown on the plans. The switch shall be designed for shelf mounting and rack-mounting in a standard 19-inch rack.
3. The switch specified herein shall be a self-contained unit capable of 24-hour per day unattended operation. The switch shall be supplied, assembled, configured, and tested by the Contractor.
4. The switch shall be of rugged design and suitable for reliable operation when mounted in the configuration as specified in these Specifications and the Plans. The switch shall be configured for minimum maintenance or adjustment after initial set-up.
5. The Contractor shall provide the switch with all required software. The software shall be web-based or the Contractor shall provide licensing for the software to be installed on a minimum of ten (10) computers to be determined by the TMC.

6. The switch shall have the following connections:
 - 6.1 The Contractor shall determine the number of multi-speed 10/100/1000 Mbps Ethernet ports with RJ45 connectors required for the specific installation. The 10/100/1000 Mbps ports shall meet the following network standards:
 - 6.1.1 IEEE.802.3 10 Base-T
 - 6.1.2 IEEE.802.3u 100 Base-T
 - 6.1.3 IEEE.802.3ab 1000 Base-T
 - 6.1.4 IEEE 802.3at Power over Ethernet Plus (POE+)
 - 6.1.5 IEEE.802.1d Spanning Tree
 - 6.1.6 IEEE.802.1w Rapid Spanning Tree
 - 6.1.7 IEEE.802.1q VLAN
 - 6.1.8 IEEE.802.1p Class of service (CoS)
 - 6.2 The Contractor shall supply, install, and test all Ethernet cables required to make all connections as shown in the Plans. Ethernet cables shall be weatherproof Category 6 (Cat6) suitable for exposed, outdoor installations. The cable outer jacket shall be UV resistant.
7. Ethernet Switch shall support the following protocols:
 - 7.1 RTP/I
 - 7.2 RCP/IP
 - 7.3 DNS
 - 7.4 DHCP
8. The Ethernet Switch shall support the following network management protocols and be interoperable and compatible with the following communication systems:
 - 8.1 SNMP V2c
 - 8.2 RMON for Ethernet agent
 - 8.3 Telnet/TFTP
 - 8.4 ICMP
9. The switch shall be UL listed.
10. The switch shall be a fully managed Ethernet layer 2 device.
11. The switch shall have a switching method of store and forward.
12. The switch shall have an operating temperature range of -28 to 150 degrees Fahrenheit.
13. The switch shall have a power usage of +12VDC to +24VDC at 1 amp or less. This shall be provided by an included plug-in type AC adapter.

654.07 Method of Measurement

STATEWIDE
28452.00
INTERSTATE 95
AUGUST 3, 2026

The following paragraph is added:

POE Ethernet Switch shall be measured by each installed, connected, configured, tested and accepted in place.

The following section is added:

654.08 Basis of Payment

The accepted quantities of POE Ethernet Switch will be paid for at the contract unit price each complete in place. Payment shall be full compensation for furnishing and installing an Ethernet Switch, Ethernet cables, installation, configuration and testing.

Payment will be made under:

Pay Item	Description	Pay Unit
654.313	POE Ethernet Switch	Each

SPECIAL PROVISION
SECTION 654
INTELLIGENT TRANSPORTATION SYSTEMS
(Ethernet Router)

Special Provision 654 ITS BASE SPECIFICATION is amended as follows:

654.01 Description

The following paragraph is added:

This item shall consist of furnishing and installing a field-hardened, industrial-grade Ethernet Router capable of providing Wide Area Network (WAN) communications via Ethernet, fiber, cellular, or other communications media as shown on the Plans, together with all accessories and ancillary equipment necessary for a complete and operational installation, including but not limited to power supplies, mounting hardware, antennas, connectors, Ethernet patch cables, software, and licensing.

654.021 Materials

The following section is added:

654.21 Ethernet Router

The materials for this work shall conform to the following requirements:

1. The Ethernet Router shall be an industrial-grade, fully managed routing device designed for operation in roadside Intelligent Transportation Systems (ITS) environments.
2. The Ethernet Router shall provide Gigabit Ethernet connectivity and shall include a minimum of four (4) 10/100/1000 Mbps Ethernet ports with RJ45 connectors, unless otherwise shown on the Plans.
3. The Contractor shall determine the number of Ethernet ports required for the specific installation and shall provide a router with the required number of ports plus a minimum of two (2) spare Ethernet ports.
4. The router shall be installed within the field cabinet.
5. The router specified herein shall be a self-contained unit capable of continuous twenty-four (24) hour per day unattended operation.

6. The router shall be supplied, assembled, configured, and tested by the Contractor.
7. The router shall be designed for reliable operation within a roadside transportation environment and shall require minimal maintenance following installation.
8. The Contractor shall provide all software required for configuration, operation, monitoring, and maintenance of the router.
9. The Ethernet ports shall conform to the following standards:
 1. IEEE 802.3u 100Base-TX
 2. IEEE 802.3ab 1000Base-T
 3. IEEE 802.1Q VLAN Tagging
 4. IEEE 802.1p Quality of Service (QoS)
10. The Contractor shall furnish and install all industrial-grade, shielded twisted pair (STP) Category 6 (Cat 6) Ethernet patch cables rated for the cabinet's full operational temperature range
11. The Ethernet Router shall support the following protocols and services:
 1. IPv4
 2. IPv6
 3. TCP/IP
 4. UDP
 5. DHCP Server and Client
 6. DNS
 7. NAT/PAT
 8. Static and dynamic Routing
12. The Ethernet Router shall support the following network management features:
 1. SNMP v2c or SNMP v3
 2. HTTPS secure management interface
 3. SSH secure remote access
 4. ICMP diagnostics
 5. Syslog event logging
 6. NTP time synchronization
13. The Ethernet Router shall support the following security features:
 1. User authentication, password protection and support for centralized authentication protocols.
 2. Stateful packet inspection firewall
 3. Access Control Lists (ACLs)
 4. Secure remote management through HTTPS and SSH
 5. VPN support utilizing IPSec or equivalent industry standard protocols
14. The router shall include all power supplies, connectors, and mounting hardware required for a complete installation.
15. The router shall be compatible with the cabinet power system.
16. The router shall be UL listed or recognized.
17. The router shall comply with all applicable FCC requirements for electromagnetic interference.
18. The Contractor shall configure, test, and verify all router functions prior to acceptance.
19. Testing shall include verification of:

1. Ethernet port operation
 2. Routing functionality
 3. VPN functionality (if required)
 4. Remote communications
 5. Network management functionality
 6. Connectivity to all field devices shown on the Plans
20. The router shall have an operating temperature range of -28 to 150 degrees Fahrenheit.
21. The router shall have a power usage of +12VDC to +24VDC at 1 amp or less. This shall be provided by an included plug-in type AC adapter.

654.07 Method of Measurement

The following paragraph is added:

Ethernet Router shall be measured by each installed, connected, configured, tested and accepted in place.

The following section is added:

654.08 Basis of Payment

The accepted quantities of Ethernet Router will be paid for at the contract unit price each complete in place. Payment shall be full compensation for furnishing and installing an Ethernet Router, Ethernet cables, installation, configuration and testing.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
654.314	Ethernet Router	Each

SPECIAL PROVISION
SECTION 654
INTELLIGENT TRANSPORTATION SYSTEMS
(Communications Service Connection)

Section 654 of the Standard Specifications INTELLIGENT TRANSPORTATION SYSTEMS is amended as follows:

654.01 Description

The following paragraph is added:

This item shall consist of furnishing and installing a hard wire communications connections at each CCTV site in order to provide high speed, high capacity communications to the Transportation Management Center in Augusta, Maine. It is anticipated that the backhaul will entail a fiber optic or Ethernet connection to an internet service provider (ISP) adjacent to each CCTV site, with all necessary cables and equipment.

654.03 Construction

The following sections are added:

654.031 Communications Connection

1. Communications Service Connection shall consist of all materials required to establish a hard wire connection to a public or private utility company that provides high speed, high bandwidth internet service.
2. A proposed communications connection has been identified in the Plans at the utility pole from which electric power service is also proposed. The Contractor shall be responsible for coordinating with the ISP to determine the final location of the preferred communications hand-off.
3. The proposed ISP is anticipated to be SWI/Biddeford Internet Corp., First Light Fiber, or Spectrum/Time Warner/Charter Communications.
4. The Contractor shall arrange a meeting with the Resident, a representative of the TMC, and the each of the proposed ISPs to establish a schedule for communications service connections for the connection to the TMC in Augusta, Maine. This meeting shall be held before any equipment or material is ordered for the service connection.
5. The Contractor shall be responsible for furnishing and installing the required materials and equipment associated with establishing a communications service connection. The materials and equipment shall conform to the ISP's requirements for service connection.
6. The Contractor shall establish a minimum of 10 Mbps upload and 10 Mbps download service at a location along the proposed fiber optic cable as directed by the Resident.
7. The communications service shall be robust and reliable, providing 99.99 percent uptime averaged over a year.

8. Communications service shall be obtained on behalf of the Maine Department of Transportation.
9. The Contractor shall be responsible for payment of any connection and installation fees charged by the ISP for the provision of communications service. The Contractor shall also be responsible for payment of the monthly service charges throughout the project and for a minimum of 90 days following operational testing of the project's ITS equipment. After the 90 days, the Contractor shall transition the monthly service charges to MaineDOT at the direction of the Resident and the TMC.

654.07 Method of Measurement

The following paragraph is added:

Communications Service Connection shall be measured for payment by the lump sum complete in place per site, satisfactorily installed, connected, tested, and accepted.

654.08 Basis of Payment

Communications Service Connection will be paid for at the contract lump sum price complete in place. Payment shall be full compensation for coordination with the ISP, for all equipment and materials required by the ISP and necessary for establishing the communications service connection, for all connection fees, for monthly service fees through 90 days following the completion of the ITS device operational test period, and for any cables, connectorizing, splicing and installation to make a connection between the CCTV site and the ISP point of demarcation. Payment shall also include all labor, materials, tools, equipment, and incidentals necessary to provide a complete and functional communications service connection.

Conduit installed for the connection from the ISP communication source to the appropriate ITS equipment cabinet shall be paid for in accordance with Section 626.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
654.332	Communications Service Connection	Lump Sum

SPECIAL PROVISION
SECTION 654
INTELLIGENT TRANSPORTATION SYSTEMS
(Electrical Service Connection)

Section 654 of the Standard Specifications – INTELLIGENT TRANSPORTATION SYSTEMS is amended as follows:

654.01 Description

The following paragraphs are added:

This item of work shall conform to this specification. This item shall consist of coordinating, furnishing, installing, and wiring an electrical power service connection between the public utility power source and the ITS device cabinet to provide a complete power supply system for the connected ITS equipment. The electrical service connection shall be metered and shall include all necessary cables and equipment.

654.21 Materials

The following sections are added:

654.22 Electrical Service Connection – General

1. The materials for this work shall conform to the requirements of the local power utility company and other project specifications.
2. Furnishing and installing all wood poles necessary to establish the electrical service connection from the utility source point to the meter cabinet, as delineated on the Plans, shall be included in the unit price for 'Electrical Service Connection.' The wood poles shall be utility-grade, Class 4 or better, pressure-treated in accordance with standard utility requirements, and of sufficient height to maintain all minimum legal overhead wire clearances. All costs associated with excavation, setting, backfilling, and hardware framing for these poles shall be considered incidental to this item.
3. Electrical Service Connection shall consist of all materials required to establish a hard wire power connection to a public utility company that provides 120/240 Volt single phase, 100 ampere service.
4. The Contractor shall be responsible for furnishing and installing the required materials and equipment associated with establishing a power service connection. The materials and equipment shall conform to the power utility company's requirements for service connection.
5. The Contractor shall adhere to all applicable NEC, NESC, IEEE 1100-1992, UL 1459, and UL 1950 standards and practices.

6. Where the proposed electrical service connection requires an overhead connection, the Contractor shall furnish and install all span wire, cables, tensioning hardware, and grounding equipment and all other incidental equipment required by the public utility company supplying electrical service. All cables shall conform to Section 643 unless otherwise defined by the utility company.
7. Where the proposed electrical service connection requires an underground connection, the Contractor shall furnish and install conduit, cabling and all other incidental equipment required by the public utility company supplying electrical service. All conduit and cables shall conform to Section 626 and Section 643 unless otherwise defined by the utility company.
8. Where the plans call for a meter and disconnect pedestal, the Contractor shall furnish and install a metered service pedestal. This metered service pedestal shall be UL listed
9. "Suitable for Service Equipment" and shall be acceptable to the utility company for use as a service connection.
10. Metered service pedestals shall consist of a galvanized steel post containing a 100 amp main circuit breaker for service disconnect, a minimum of two branch circuit breakers, and an integral meter socket.
11. Metered service pedestals shall include weatherproof arc flash labeling meeting the requirements of the National Fire Protection Association (NFPA) 70E Standard.
12. Where the plans call for a meter and disconnect to be mounted to an existing utility pole, the Contractor shall furnish and install a meter socket and 100 amp disconnect switch to the existing utility pole as shown on the Plans. The meter socket and disconnect shall be materials acceptable to the utility company.
13. Where the plans call for a meter and disconnect to be installed on a new utility pole, the Contractor shall furnish and install a new Class II wood pole of the height above grade as indicated in the Plans. The new wood pole shall be placed in the ground to a depth of 20 percent of the overall length. The wood utility pole shall comply with Section 643 and Section 720.10. The cost of the new utility pole shall be subsidiary to Item 654.51 Electrical Service Connection.

654.03 Construction

The following sections are added:

654.031 Electrical Service Equipment Installation - General

1. The Contractor shall arrange a meeting with the Resident and each proposed power utility company to establish a schedule for power service connections. This meeting shall be held before any equipment or material is ordered for the electrical service connection.
2. Power service shall be obtained on behalf of the Maine Department of Transportation.
3. The Contractor shall be responsible for payment of any connection and installation fees charged by the utility company for the provision of power service. The Contractor shall also be responsible for payment of the monthly service charges throughout the project and for a minimum of 90 days following operational testing of the project's ITS equipment.

After the 90 days, the Contractor shall transition the monthly service charges to MaineDOT at the direction of the Resident and the TMC.

4. The Contractor shall make the necessary arrangements with the utility companies to ensure utility service is available and connected at the time of equipment testing and power-up. Any utility energization, connection, or disconnection delays will not be a valid reason for a time extension. Difficulties in securing utility company services are to be reported to the Resident at the earliest time possible.
5. Any equipment installed on the utility company's poles shall be installed as directed by the utility company's standards, including acceptable method for field drilling holes, equipment mounting heights and side-of-pole mounting surface.

654.07 Method of Measurement

The following paragraphs are added:

Electrical Service Connection shall be measured for payment by the lump sum complete in place per site, satisfactorily installed, connected, energized, and accepted.

654.08 Basis of Payment

Electrical Service Connection will be paid for at the contract lump sum price complete in place for each location. Payment will be full compensation for coordination with the power utility company, for all equipment and materials required by the power utility company for an electrical service connection including but not limited to meter sockets, disconnect switches, meter and disconnect pedestals, wood utility poles, all connection fees, monthly service charges, and for any cables, span wire, hardware, connectorizing and installation to provide a complete electrical power connection at each ITS device location. Payment shall also include all labor, materials, tools, equipment, hardware, and incidentals necessary to provide a complete and functional electrical service connection.

The conduit risers and conduit installed for the connection from the power utility company source to the appropriate ITS equipment cabinet shall be paid for in accordance with Section 626.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
654.51	Electrical Service Connection: (Location)	Lump Sum

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2026)

Throughout the entire Document; Replace “AASHTO NTPEP” with “AASHTO Product Evaluation and Audit Solutions”

DIVISION 100

GENERAL CONDITIONS

- 100.1 In the first sentence, replace “2025” with “2026”
so that it says” **This 2026 edition...**”

APPENDIX A TO DIVISION 100

- A-18 Starting on page A-18, Replace Section 1273 in the appendix with the current version dated June 25, 2026.

SECTION 201

STRUCTURAL EXCAVATION

- 201.24 Under ‘Pay Item’ add
- | | | |
|---------------|-----------------------|-------------|
| 201.24 | Removing Stump | Each |
|---------------|-----------------------|-------------|

SECTION 643

TRAFFIC SIGNALS

- 643.19 Under ‘Pay Item’ replace
- | | | |
|--------|-----------------------------------|------|
| 643.83 | Non-Invasive Detection – Stop Bar | Each |
| 643.84 | Non-Invasive Detection – Advance | Each |
- With the following:
- | | | |
|---------------|----------------------------------|-----------------|
| 643.83 | Video Detection System | Lump Sum |
| 643.84 | Interconnect Wire Between | Lump Sum |

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only).

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in

paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered

necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of

the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1. of this section refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the

character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the

eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the

extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor
undertaking to do work which is, or reasonably may be, done
as on-site work, shall give preference to qualified persons who
regularly reside in the labor area as designated by the DOL
wherein the contract work is situated, or the subregion, or the
Appalachian counties of the State wherein the contract work is
situated, except:

a. To the extent that qualified persons regularly residing in
the area are not available.

b. For the reasonable needs of the contractor to employ
supervisory or specially experienced personnel necessary to
assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to
present or former employees as the result of a lawful collective
bargaining contract, provided that the number of nonresident
persons employed under this subparagraph (1c) shall not
exceed 20 percent of the total number of employees employed
by the contractor on the contract work, except as provided in
subparagraph (4) below.

2. The contractor shall place a job order with the State
Employment Service indicating (a) the classifications of the
laborers, mechanics and other employees required to perform
the contract work, (b) the number of employees required in
each classification, (c) the date on which the participant
estimates such employees will be required, and (d) any other
pertinent information required by the State Employment
Service to complete the job order form. The job order may be
placed with the State Employment Service in writing or by
telephone. If during the course of the contract work, the
information submitted by the contractor in the original job order
is substantially modified, the participant shall promptly notify
the State Employment Service.

3. The contractor shall give full consideration to all qualified
job applicants referred to him by the State Employment
Service. The contractor is not required to grant employment to
any job applicants who, in his opinion, are not qualified to
perform the classification of work required.

4. If, within one week following the placing of a job order by
the contractor with the State Employment Service, the State
Employment Service is unable to refer any qualified job
applicants to the contractor, or less than the number
requested, the State Employment Service will forward a
certificate to the contractor indicating the unavailability of
applicants. Such certificate shall be made a part of the
contractor's permanent project records. Upon receipt of this
certificate, the contractor may employ persons who do not
normally reside in the labor area to fill positions covered by the
certificate, notwithstanding the provisions of subparagraph (1c)
above.

5. The provisions of 40 U.S.C. 14501 allow the contracting
agency to provide a contractual preference for the use of
mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1
through 4 of this Attachment A in every subcontract for work
which is, or reasonably may be, done as on-site work.

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **Maine Department of Transportation** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration** (herein referred to as "FHWA" is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.2(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Maine Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds,

leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - A. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, **Maine Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA's** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA** or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maine Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **FHWA Programs**. This ASSURANCE is binding on the State of Maine, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the **FHWA Programs**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Maine Department of Transportation
Dale F. Doughty, Commissioner
(Name of Recipient)

By: 
(Signature of Authorized Official)

Dated: 2-13-26

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Aviation Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA** as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Maine Department of Transportation** will accept title to the lands and maintain the project constructed thereon in accordance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), the Regulations for the Administration of **Federal Aviation Administration (FHWA) Program**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Maine Department of Transportation** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Maine Department of Transportation** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Maine Department of Transportation**, its successors and assigns.

The **Maine Department of Transportation**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **Maine Department of Transportation** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation

and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Maine Department of Transportation** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Maine Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Maine Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Maine Department of Transportation** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will there upon revert to and vest in and become the absolute property of **Maine Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to
-ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at
74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you
from discriminating because of sex in education programs or activities (20 U.S.C.
1681 et seq).



Environmental Summary Sheet

WIN: 28452.00

Date Submitted: 6/22/2026

Town: Old Town-Medway

CPD Team Leader: Danielle Tetreau

ENV Field Contact: Jamie Bray

NEPA Complete: Section 326 Categorical Exclusion (CE) 23 CFR 771.117.c.21 issued on 6/11/2026

Section 106

Review Complete: Programmatic Agreement - PA-F 2/11/2026

Section 106 Resources: not applicable based on scope and location

Section 4(f) and 6(f)

Section 4(f)

Review Complete - No use

Section 6(f)

Review Complete - No takes

Section 7 – Endangered Species Act

Species of Concern: northern long-eared bat: Informal Consultation - **not likely to adversely affect**

Canada lynx: No effect

**See SP 105 for Environmental Requirements.*

Essential Fish Habitat

Species of Concern: Atlantic salmon – No Effect - no in-water work proposed

Maine Department of Inland Fisheries and Wildlife

Not Applicable

Timing Window: Not Applicable

Maine Department of Agriculture, Conservation, and Forestry

Public Lands, Submerged Land Lease: Not Applicable

Maine Land Use Planning Commission: Not Applicable

Maine Department of Environmental Protection

Not Applicable – no resource impacts

Army Corps of Engineers: Clean Water Act.

Not Applicable - no resource impacts

Stormwater Review

Review Complete

Hazardous Material Review

Review complete – no concerns based on scope.



Special Provisions Required

Standard Specification 656-Erosion Control Plan

N/A ☐

Applicable ☒

Standard Specification 105.8.8-Protected Species

N/A ☐

Applicable ☒

Special Provision 105-Environmental Requirements

N/A ☐

Applicable ☒

Special Provision 203-Hazardous Waste

N/A ☒

Applicable ☐

Special Provision 656-Minor Soil Disturbance

N/A ☒

Applicable ☐

Special Provision 203-Dredge Spec

N/A ☒

Applicable ☐

General Note for Hazardous Waste

N/A ☒

Applicable ☐