

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:** (____) _____

7

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 "Bids for installation of new Road Weather Information System (RWIS) stations at statewide locations, STATEWIDE" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on October 28, 2026, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a Traffic Signals/Lighting prequalification, or project specific prequalification to be considered for the award of this contract. We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. 2845400 WIN 028454.00

Location: In the city of Auburn, County of Androscoggin, Maine, the towns of Fairfield, County of Somerset, Maine, Greenbush, County of Penobscot, Maine, South Berwick, County of York, Maine and the township(plantation) of Macwahoc Plantation, County of Aroostook, Maine.

Outline of Work: Install new Road Weather Information System (RWIS) stations at statewide locations plus 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 \$11.00 (\$14.50 by mail). Half size plans \$5.50 (\$7.75 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

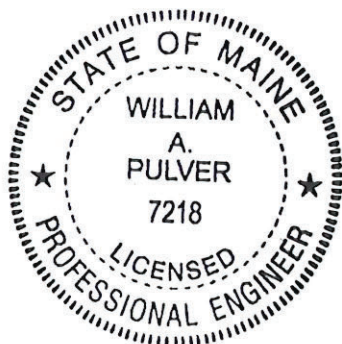
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, 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
October 7, 2026



A handwritten signature in blue ink, appearing to read "W. A. Pulver", written over the printed name and title.

WILLIAM A. PULVER P. E.
CHIEF ENGINEER

10/2/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 3

Proposal ID: 028454.00

Project(s): 028454.00

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	527.33 TRUCK MOUNTED ATTENUATOR	1.000 EA	_____	_____	_____	_____
0020	626.21 METALLIC CONDUIT 2-INCH	60.000 LF	_____	_____	_____	_____
0030	626.21 METALLIC CONDUIT 3-INCH	60.000 LF	_____	_____	_____	_____
0040	626.22 NON-METALLIC CONDUIT 2-INCH	270.000 LF	_____	_____	_____	_____
0050	626.22 NON-METALLIC CONDUIT 3-INCH	270.000 LF	_____	_____	_____	_____
0060	629.05 HAND LABOR, STRAIGHT TIME	24.000 HR	_____	_____	_____	_____
0070	643.972 WOOD POLE	4.000 EA	_____	_____	_____	_____
0080	652.30 FLASHING ARROW BOARD	1.000 EA	_____	_____	_____	_____
0090	652.33 DRUM	25.000 EA	_____	_____	_____	_____
0100	652.34 CONE	75.000 EA	_____	_____	_____	_____
0110	652.35 CONSTRUCTION SIGNS	400.000 SF	_____	_____	_____	_____
0120	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM	LUMP SUM		_____	_____
0130	652.38 FLAGGER	212.000 HR	_____	_____	_____	_____

10/2/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 3

Proposal ID: 028454.00

Project(s): 028454.00

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
0140	652.381 TRAFFIC OFFICER	32.000 HR	_____	 _____	_____	 _____
0150	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EA	_____	 _____	_____	 _____
0160	654.51 ELECTRICAL SERVICE CONNECTION AUBURN	LUMP SUM	LUMP	 SUM	_____	 _____
0170	654.51 ELECTRICAL SERVICE CONNECTION FAIRFIELD	LUMP SUM	LUMP	 SUM	_____	 _____
0180	654.51 ELECTRICAL SERVICE CONNECTION GREENBUSH	LUMP SUM	LUMP	 SUM	_____	 _____
0190	654.51 ELECTRICAL SERVICE CONNECTION MACWAHOC PLANTATION	LUMP SUM	LUMP	 SUM	_____	 _____
0200	654.51 ELECTRICAL SERVICE CONNECTION SOUTH BERWICK	LUMP SUM	LUMP	 SUM	_____	 _____
0210	654.53 ROAD WEATHER INFORMATION STATION AUBURN	1.000 LS	_____	 _____	_____	 _____
0220	654.53 ROAD WEATHER INFORMATION STATION FAIRFIELD	1.000 LS	_____	 _____	_____	 _____
0230	654.53 ROAD WEATHER INFORMATION STATION GREENBUSH	1.000 LS	_____	 _____	_____	 _____
0240	654.53 ROAD WEATHER INFORMATION STATION MACWAHOC PLANTATION	1.000 LS	_____	 _____	_____	 _____

10/2/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 3

Proposal ID: 028454.00

Project(s): 028454.00

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	654.53 ROAD WEATHER INFORMATION STATION SOUTH BERWICK	1.000 LS	_____	_____	_____	_____
0260	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM	_____	_____	_____
0270	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 **028454.00** for **installation of new Road Weather Information System (RWIS) stations at statewide locations** in the city of **Auburn**, County of **Androscoggin**, Maine, the towns of **Fairfield**, County of **Somerset**, Maine, **Greenbush**, County of **Penobscot**, Maine, **South Berwick**, County of **York**, Maine and the township(plantation) of **Macwahoc Plantation**, County of **Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work; 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 **April 7, 2028**. 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 028454.00, installation of new Road Weather Information System (RWIS) stations at statewide locations,** 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 **028454.00** for **installation of new Road Weather Information System (RWIS) stations at statewide locations** in the city of **Auburn**, County of **Androscoggin**, Maine, the towns of **Fairfield**, County of **Somerset**, Maine, **Greenbush**, County of **Penobscot**, Maine, **South Berwick**, County of **York**, Maine and the township(plantation) of **Macwahoc Plantation**, County of **Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work; 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 **April 7, 2028**. 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 028454.00, installation of new Road Weather Information System (RWIS) stations at statewide locations,** 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

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 - 028454.00 - AUBURN

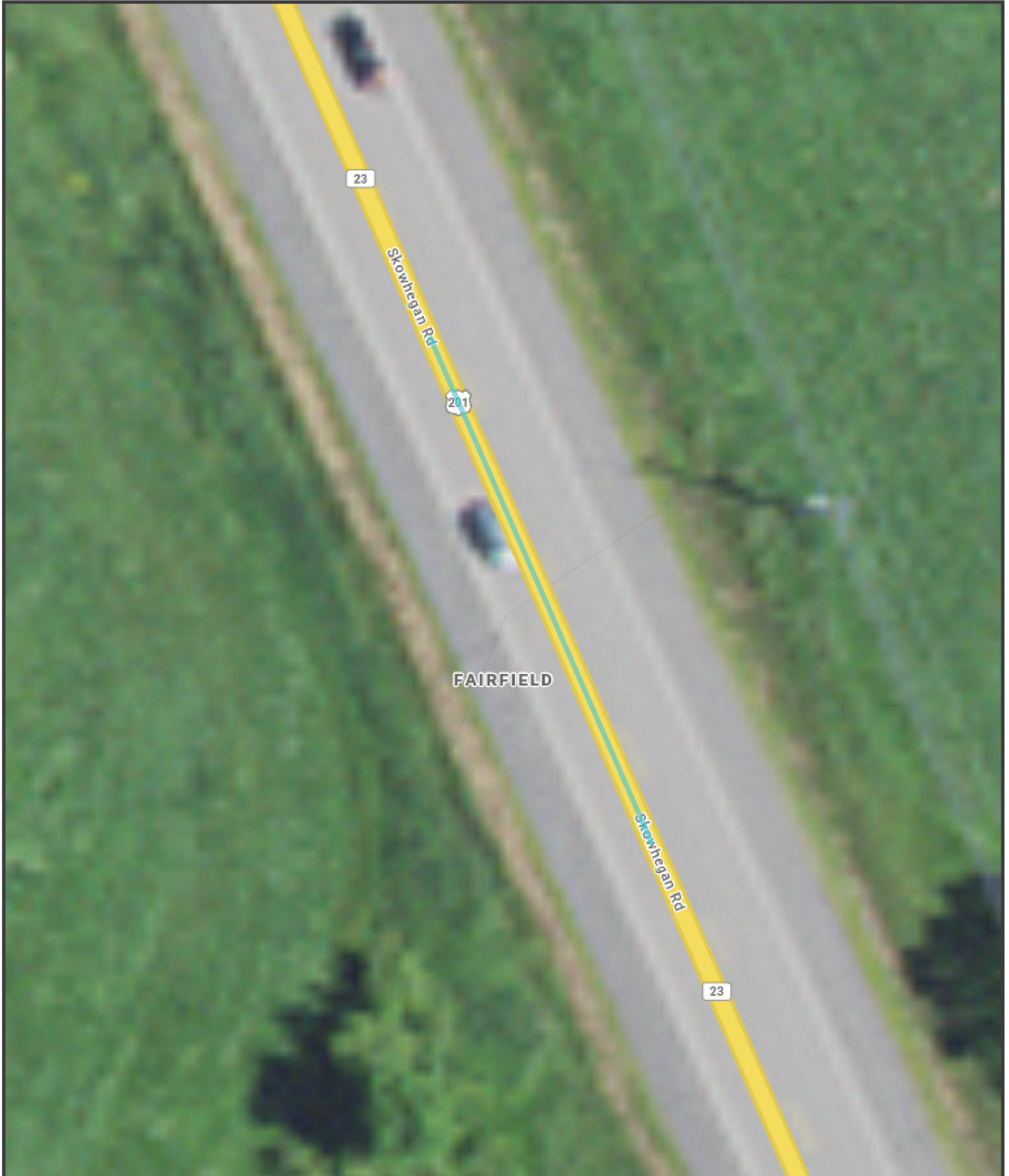


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0.01 Miles
1 inch = 0.01 miles

Date: 10/2/2026
Time: 8:52:44 AM
32

MAP - 028454.00 - FAIRFIELD



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0.01
Miles
1 inch = 0.01 miles

Date: 10/1/2026
Time: 2:10:43 PM
33

MAP - 028454.00 - GREENBUSH



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0.01
Miles
1 inch = 0.01 miles

Date: 10/2/2026
Time: 8:51:06 AM
34

MAP - 028454.00 - MACWAHOC PLT



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0.01
Miles
1 inch = 0.01 miles

Date: 10/2/2026
Time: 8:50:22 AM
35

MAP - 028454.00 - SOUTH BERWICK



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0.01
Miles
1 inch = 0.01 miles

Date: 10/2/2026
Time: 8:53:38 AM
36

State: Maine

Construction Types: Highway

Counties: Maine Counties of
Androscoggin

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

SUME2014-040 06/23/2017

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 15.60	1.38
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.02	5.37
TRAFFIC CONTROL: FLAGGER.....	\$ 9.06	0.00
OPERATOR: ROLLER ASPHALT.....	\$ 19.14	3.43
OPERATOR: ROLLER (EARTH).....	\$ 14.74	1.29
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 20.86	3.73
OPERATOR: MILLING MACHINE.....	\$ 28.51	5.44
OPERATOR: MECHANIC.....	\$ 24.69	8.18
OPERATOR: LOADER.....	\$ 19.52	3.19
OPERATOR: GRADER/BLADE.....	\$ 27.40	8.13
OPERATOR: BULLDOZER.....	\$ 21.71	5.67
OPERATOR: BROOM/SWEEPER.....	\$ 19.52	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 21.03	3.43
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 20.09	3.20
LABORER: WHEELMAN.....	\$ 22.87	3.79
LABORER: EPOXY INJECTOR (CONCRETE).....	\$ 13.43	1.15
LABORER: COMMON OR GENERAL.....	\$ 14.65	1.64
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 16.71	0.63
IRONWORKER, STRUCTURAL.....	\$ 22.33	4.50
IRONWORKER, REINFORCING.....	\$ 21.85	0.00
INSTALLER - GUARDRAIL.....	\$ 19.98	2.55
HIGHWAY/PARKING LOT STRIPING: LABORER.....	\$ 15.53	2.04
ELECTRICIAN.....	\$ 25.21	5.63
CEMENT MASON/CONCRETE FINISHER.....	\$ 19.27	1.13
CARPENTER, INCLUDES FORM WORK.....	\$ 18.95	3.23

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.dol.gov/agencies/whd/government-contracts>.

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

Branch of Wage Surveys

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

"

State: Maine

Construction Types: Highway

Counties: Maine Counties of
Aroostook

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

ENGI0004-005 04/01/2025

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

SUME2014-029 06/23/2017

	Rates	Fringes
TRUCK DRIVER: TACKTRUCK.....	\$ 18.82	8.29
TRUCK DRIVER: DUMP TRUCK.....	\$ 14.40	7.04
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.48	5.37
TRAFFIC CONTROL: FLAGGER.....	\$ 9.00	0.00
OPERATOR: ROLLER (EARTH).....	\$ 15.55	5.83
OPERATOR: SCREED.....	\$ 18.82	4.75
OPERATOR: MECHANIC.....	\$ 22.30	8.71
OPERATOR: LOADER.....	\$ 16.21	3.23
OPERATOR: BULLDOZER.....	\$ 16.58	2.89
OPERATOR: BROOM/SWEEPER.....	\$ 16.52	6.38
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 20.36	5.06
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 17.63	2.28
LABORER: WHEELMAN.....	\$ 15.40	3.01
LABORER: COMMON OR GENERAL.....	\$ 13.23	1.22
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 14.32	3.17
IRONWORKER, REINFORCING.....	\$ 16.27	0.00
HIGHWAY/PARKING LOT STRIPING: LABORER.....	\$ 14.29	1.89
CARPENTER, INCLUDES FORM WORK.....	\$ 18.34	2.84

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **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

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State Adopted Rate Identifiers

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WAGE DETERMINATION APPEALS PROCESS

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

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

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Wage and Hour Division

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

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Wage and Hour Administrator
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200 Constitution Avenue, N.W.
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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
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200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

State: Maine

Construction Types: Highway

Counties: Maine Counties of
Penobscot

Modification Number	Publication Date
1	01/23/2026
2	05/18/2026

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

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.dol.gov/agencies/whd/government-contracts>.

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

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

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

Union Rate Identifiers

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

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

classification.

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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:

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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).

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END OF GENERAL DECISION

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State: Maine

Construction Types: Highway

Counties: Maine Counties of
Somerset

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

ENGI0004-022 04/01/2025

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

SUME2014-037 06/23/2017

	Rates	Fringes
TRUCK DRIVER: TACKTRUCK.....	\$ 20.18	7.75
TRUCK DRIVER: DUMP TRUCK.....	\$ 15.07	5.15
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.47	4.80
TRAFFIC CONTROL: FLAGGER.....	\$ 9.38	0.00
OPERATOR: ROLLER ASPHALT.....	\$ 21.56	5.42
OPERATOR: ROLLER (EARTH).....	\$ 16.43	3.40
OPERATOR: SCREED.....	\$ 19.02	4.82
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 20.92	6.19
OPERATOR: MECHANIC.....	\$ 22.07	8.73
OPERATOR: LOADER.....	\$ 18.59	5.53
OPERATOR: BULLDOZER.....	\$ 17.30	3.50
OPERATOR: BROOM/SWEEPER.....	\$ 19.09	5.20
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 21.66	4.91
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 18.80	4.16
LABORER: WHEELMAN.....	\$ 15.64	4.29
LABORER: LANDSCAPE.....	\$ 18.69	2.70
LABORER: COMMON OR GENERAL.....	\$ 14.42	2.68
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 15.40	2.69
IRONWORKER, REINFORCING.....	\$ 16.27	0.00
HIGHWAY/PARKING LOT STRIPING: LABORER.....	\$ 14.80	1.27
CARPENTER, INCLUDES FORM WORK.....	\$ 18.34	2.84

WELDERS - Receive rate prescribed for craft performing
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END OF GENERAL DECISION

"

State: Maine

Construction Types: Highway

Counties: Maine Counties of
York

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

SUME2014-044 06/23/2017

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 19.99	4.00
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.84	5.91
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OPERATOR: ROLLER ASPHALT.....	\$ 19.64	6.09
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OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 20.17	4.83
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OPERATOR: GRADER/BLADE.....	\$ 27.40	8.13
OPERATOR: BULLDOZER.....	\$ 21.71	5.67
OPERATOR: BROOM/SWEEPER.....	\$ 19.49	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 23.66	0.97
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 20.58	3.81
LABORER: WHEELMAN.....	\$ 20.97	5.13
LABORER: EPOXY INJECTOR (CONCRETE).....	\$ 13.43	1.15
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LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 17.53	2.13
IRONWORKER, STRUCTURAL.....	\$ 22.78	4.40
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INSTALLER - GUARDRAIL.....	\$ 19.98	2.55
HIGHWAY/PARKING LOT STRIPING: LABORER.....	\$ 16.27	2.19
ELECTRICIAN.....	\$ 25.21	5.63
CEMENT MASON/CONCRETE FINISHER.....	\$ 19.83	1.16
CARPENTER, INCLUDES FORM WORK.....	\$ 18.66	3.46

WELDERS - Receive rate prescribed for craft performing
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- 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.

=====

END OF GENERAL DECISION

"

**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, AND include an employee or subcontractor that can demonstrate the requisite experience (to the Department's satisfaction) to be the System Integrator as described in Special Provision 654 and as described in the Post-bid Qualification Submittal requirements below.
2. Bidder shall demonstrate the requisite experience (to the Department's satisfaction) to be the System Integrator as described in Special Provision 654 and as described in the Post-bid Qualification Submittal requirements below, AND include a subcontractor that is prequalified by the Maine Department of Transportation under the Highway and/or Traffic Signals/Lighting category.
3. Bidder shall submit documentation to demonstrate to the Department's satisfaction that the Bidder has recent experience with the installation of Road Weather Information Stations (RWIS) equipment. The Bidder shall also submit documentation to demonstrate to the Department's satisfaction that the Bidder has experience with software modifications and system integration into an advanced transportation management system (ATMS) and has an employee or subcontractor who can perform the System Integrator role as described in Special Provision 654 and as described in the Post-bid Qualification Submittal requirements below.

A Bidder who can demonstrate the installation of RWIS equipment on a previous project in the State of Maine AND has an employee or subcontractor who can perform the System Integrator role as described in Special Provision 654 and as described in the Post-bid Qualification Submittal will be considered to be qualified to conduct the work.

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 road weather information station (RWIS) system equipment and hardware.
- Work performed in live traffic on arterials and freeways in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- Development and execution of intelligent transportation systems (ITS) test plans.
- Integration of RWIS system equipment and system data into an ATMS.

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.

The Bidder's submittal shall include the qualifications, to the Department's satisfaction, that the designated System Integrator has experience working with an ATMS, with RWIS equipment, and with ITS equipment testing. Work with New England Compass ATMS as developed by the Southwest Research Institute (SwRI) will be granted automatic qualification as a System Integrator without being required to submit documentation.

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 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.

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 Central Maine Power Company OR Versant Power OR Eastern Maine Electric Cooperative, Inc.*****

Utility working days are Monday through Friday.

OVERVIEW

#1 So. Berwick; #2 Auburn; #3 Fairfield; #4 Greenbush; #5 Macwahoc

Utility	Aerial	Subsurface	Contact Person	Contact Phone
Auburn Water & Sewer District • Auburn		X	Michael Broadbent	207-607-9115
Central Maine Power: • So. Berwick • Auburn • Fairfield	X X X		Greg Crosby Eric Proctor Kristian Suttie	207-459-4217 207-213-3426 207-210-0754
Comcast (So. Berwick only)	X		Bradford Mason	978-758-0217
Eastern Maine Electric Cooperative, Inc. * Macwahoc	X		Josh Henderson	207-532-0526
Fidium • So. Berwick • Auburn • Fairfield • Greenbush • Macwahoc	X X X X X		Michael McPherson	207-217-7711
GoNetspeed: • Fairfield • Greenbush	-- X	X --	Jim Knight	207- 590-5111
MaineDOT – Electrical • So. Berwick (own traffic lights) • Auburn – Lights at Park & Ride * Other facilities	X X	-- X	Alan Farrington	207- 441-9081
Spectrum • Auburn • Fairfield Greenbush	X X X		Chris Verzoni	207-620-3416
• Versant – Greenbush	X		Jesper Salverda Emergency Contact: Customer Service	207-922-0572 207-973-2000

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.*

All utilities aerial unless otherwise indicated.

Site 1: So. Berwick, Route 236 at South Road – Central Maine Power, Comcast, Fidium, Spectrum, MaineDOT Electrical

Site 2: Auburn, Route 202 at Exit 75 of the Maine Turnpike – Auburn Water & Sewer District, Central Maine Power, Fidium, MaineDOT Electrical, Spectrum

Site 3: Fairfield, Route 201 – Central Maine Power, Fidium, GoNetspeed, Spectrum

Site 4: Greenbush, Route 2 – Versant Power, Charter, Fidium, GoNetspeed, Spectrum

Site 5: Macwahoc, Route 2 & 2A – Eastern Maine Electric Cooperative Inc., Fidium

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.

ALL Aerial and Subsurface utilities require **ten (10) working days' notice** prior to any operations involving work around their lines.

Multiple new electric and/or communication service accounts are required for this MaineDOT project. The contractor shall contact **MaineDOT's Tiffany Tinkham (207-458-2358)** 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 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.

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

- Name of the Utility Provider;
- Name, telephone number, and license number of the electrician performing the work;
- Municipality (town/city); street name/nearest physical address;
- GPS coordinates for new service – if possible;
- nearest pole set number and pole number take off;
- nearest meter number;
- whether aerial and/or underground service;
- type of service requested;
- voltage and amperage;
- existing pole set number; existing
- the distance from the existing pole to the new control cabinet/pole;
- follow-up contact person's telephone number(s) for utility company to contact for more information.

SUBSURFACE

Subsurface Utility adjustments are **NOT** anticipated as part of this project. Though unexpected, if subsurface utility adjustments or installations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities in conjunction with the work by the Contractor, or after the Contractor has finished their work.

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

Statewide: So. Berwick, Auburn, Fairfield, Greenbush, Macwahoc
Routes 236, 202, 201, 2, 2A
WIN 028454.00
September 17, 2026

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
(Traffic Control and Management)**

1. This work consists of the furnishing, installation, configuration, integration and testing for five (5) new Road Weather Information Stations (RWIS) at the following locations:
 - a. South Berwick (Route 236 at Route 91 intersection)
 - b. Auburn (US Route 202 near I-95 Exit 75 ramps)
 - c. Fairfield (US Route 201)
 - d. Greenbush (US Route 2)
 - e. Macwahoc (US Route 2 at US Route 2A intersection)
2. The Contractor shall provide a work schedule and plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and oversight. Sufficient notification will be considered 48 hours prior to a work day. Schedule changes shall also require 48 hours notice.
3. Any work that requires turning off the traffic signals or converting traffic signals to flashing operations at the intersection of Route 236 and Route 91 shall require two Traffic Officers to control traffic.
4. The Contractor shall maintain a minimum of one lane of alternating one-way traffic at all times.
5. The Contractor shall provide a minimum roadway width of 24 feet for two-way traffic and 12 feet for one-way alternating traffic.
6. Lane closures shall be a maximum length of 500 feet.
7. 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. Temporary 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.
3. The Contractor shall not be allowed to work weekends, unless otherwise authorized by the Resident.

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.

It is essential that the RWIS system be tested during inclement winter weather before MaineDOT determines that the installation is complete. Therefore, the Contractor shall install, configure, and integrate the RWIS sensors and system data for all proposed locations for this Project and be ready to begin operational testing at all Project locations on or before the interim completion date of **December 10, 2027**. Supplemental Liquidated Damages on a calendar day basis in accordance with 107.8 shall be assessed for each calendar day that the interim completion requirements are not achieved.

Supplemental Liquidated Damages will be assessed at the rate of \$250.00 per calendar day per project location that has not achieved the interim completion requirements.

The completion date for this contract is **April 7, 2028**.

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

**SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Wood Pole)**

Standard Specification Section 643 is amended as follows:

643.01 Description

The following paragraph is added:

This work shall consist of furnishing and installing new wood poles for installation of a Road Weather Information Station (RWIS). The wood poles shall be installed at the locations noted in the plans or as directed by the Resident.

643.024 Miscellaneous Materials

The following paragraph is added:

All materials supplied shall be new unless otherwise specified. The wood poles shall conform to MaineDOT Standard Specifications Section 720.10 for Wood Utility Poles and be of similar dimensions and quality as timber traffic signal poles. Poles shall be inspected by the Resident prior to installation.

643.04 Poles

The following paragraphs are added:

1. Wood poles shall be tall enough to allow for the mounting of all RWIS sensors at mounting heights suggested by the RWIS sensor manufacturer, with an additional 30 inches of wood pole above the CCTV mounting brackets.

643.18 Method of Measurement

The following paragraph is added:

Wood Pole will be measured per each pole installed and accepted at the height 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 per each pole, complete in place. Payment shall be full compensation for furnishing and installing wood poles, and all labor, tools, equipment, backfill, and incidentals necessary to satisfactorily complete the work.

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

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.) to enable the Department to evaluate the equivalency of the substitution. Substitutes shall give equal or better service than the specified material or equipment.

654.025 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.
 - i. 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.
 - ii. Where solar powered systems are required, any ITS devices or equipment that require a heater to operate effectively in cold weather shall be prohibited.

- iii. Where uninterruptable power supply (UPS) is specified, the Contractor shall provide calculations to indicate that the proposed power requirements of the system can be accommodated by the UPS equipment in accordance with the specifications.
 - e. All specification documentation shall be clearly marked to identify the exact proposed model and all options to be supplied.
 - f. MaineDOT will give no guarantee as to the completeness of the Plan details and the Contractor shall be required to furnish, install, and test any other equipment and materials required to provide a complete and operational ITS device system.
3. Steel Support Pole Submittals. The submittal for device support poles shall include the following for approval in accordance with Section 105.7.:
- a. Design computations (AASHTO LRFD) for support structures or poles, for the wind speeds defined in ITS system or device specifications. All calculations shall be signed and stamped by a Professional Engineer licensed in the State of Maine. The submittal for above grade components shall be in accordance with Section 626.034
 - b. Complete sets of shop drawings for the pole signed and stamped by a Professional Engineer licensed in Maine.
 - c. Manufacturer's specifications and applicable catalog cuts for all materials and components.
 - d. If not provided with the Contract Documents, the Contractor shall submit elevation and plan views showing the device support locations, foundations, and the proposed slopes plotted on cross-sections showing no interference with utilities, drainage pipes or structures and showing support of excavation if needed for construction of the foundation.
 - e. The submittal shall include the foundation system that is selected for each pole location in accordance with Section 626.034.
 - f. When more than one Engineer is responsible for the design of separate components (i.e. pole, attachment information), the Contractor shall make one submittal containing all of the components unless otherwise allowed by MaineDOT.
4. Training Materials. When a training requirement is included in an ITS specification, the Contractor shall furnish and provide a separate Training submittal. This training submittal shall include the following:
- a. Samples of all training materials including student handouts, presentation materials, and training agendas.
 - b. The proposed date, time, and location for the training program.
 - c. Resumes for the proposed qualified instructors.
5. Ethernet Cable. Where Ethernet cable is specified in the Contract Document, it shall be interpreted to mean shielded, weatherproof Category 6 (Cat6) cable of the length required for the application. The maximum length for a single Cat6 cable shall be 325 feet. Cat6 cable shall not be spliced. If any Cat6 cable will be exposed to the sun, the cable shall be UV protected.

654.03 Construction:

1. ITS Device Documentation Requirements.
 - a. A minimum of 15 working days prior to configuration of the IP-addressable equipment, the Contractor shall formally request the assigned IP addresses from the MaineDOT Transportation Management Center (TMC).
 - b. All ITS Device documentation shall identify the specific manufacturer and model number as approved in the Technical Submittal.
 - c. IP addresses and login credentials will be assigned for each device by MaineDOT and returned to the Contractor.
 - d. The Contractor shall configure all devices with the correct IP addresses and login credentials assigned by MaineDOT.
 - e. The Contractor shall properly label all ports and outlets within device interfaces with the correct component connected to the port or outlet.

654.04 Software and Integration:

1. General Software and Integration
 - a. All ITS devices furnished and integrated shall be fully compatible with the MaineDOT TMC's Advanced Transportation Management System (ATMS) known as New England Compass (Compass). This software was developed by the Southwest Research Institute and is used by the TMCs in Maine, New Hampshire, and Vermont.
 - b. Where applicable, ITS devices and equipment shall also be fully compatible and integrated with specific equipment software (for example, Road and Weather software and Axis Camera Station software).
 - c. Additional software and integration requirements are included in each of the specific ITS systems or device specifications.
2. New England Compass ATMS Integration
 - a. All ITS provided for this project shall be integrated into New England Compass (ATMS). New equipment shall operate in the same manner as existing equipment in the ATMS. Integration shall be completed by Southwest Research Institute, who are the developers of the ATMS.
 - i. All ITS includes the five (5) new RWIS stations with associated CCTV cameras.
 - b. Vaisala and Campbell Scientific RWIS Equipment are currently integrated into Compass. If the Contractor proposes to supply RWIS equipment or sensors that requires additional software development to integrate, the Contractor shall be responsible for all coordination and all costs associated with software development.
 - c. SwRI integration work will be consistently priced for Bidders providing equipment types that are all currently integrated into Compass. Additional cost will be applied for models that are not currently integrated and supported by SwRI based on the complexity of development. Each Bidder shall get a price quote from SwRI for this integration work. SwRI and the Contractor will not be responsible for any Compass

integration work needed beyond the original estimated budget and schedule. Any time required above and beyond that schedule may be negotiated between the Contractor, SwRI, and MaineDOT and will be paid for by MaineDOT if all parties are in agreement.

- d. Compass Integration shall be deemed complete when the following is true in the ATMS production environment: 1) RWIS data is showing in all applicable interfaces and consistent with field measurements and, 2) Camera images are showing properly.
 - i. These can be demonstrated in a 30-minute virtual meeting with SwRI and MaineDOT. If there is a failure during that meeting, the meeting can be rescheduled as many times as needed. At acceptance, the integrated devices will fall under the separate ATMS project contract, 2022-097-ATMS-NE Compass.
 - e. Compass integration is not included in any warranty for this project. No additional ATMS testing will be required after the initial 30-minute virtual meeting, barring a system failure during that meeting. SwRI's role is complete as soon as successful communication is demonstrated. The Contractor is no longer responsible for any ATMS testing once the successful SwRI virtual meeting is conducted.
 - f. If there are any issues with device performance in the ATMS that are caused by a data feed change or other non-Compass deficiencies as determined by MaineDOT, the Contractor shall be fully responsible for correcting those issues.
3. RWIS-Specific Integration
- a. Road and Weather Software
 - i. All RWIS provided for this project shall be integrated into MaineDOT's Road and Weather Software and operate in the program in the same manner as the existing RWIS, including reporting capabilities. MaineDOT uses WSP for Road and Weather Software.
 - ii. The Contractor shall be responsible for the first six months of the Road and Weather Software licensing fees. After the initial six-month period, the software licensing fees will be paid by MaineDOT.
 - iii. If operational testing is not completed on or before January 28, 2028, the Contractor shall be responsible for the first twelve (12) months of the Road and Weather Software licensing fees. After the initial 12-month period, the software licensing fees will be paid by MaineDOT.
4. CCTV-Specific Integration
- a. CCTVs provided for this project shall be compatible with Axis Camera Station.
 - b. The Contractor shall supply Axis Camera Station licenses for each CCTV.
 - c. The Contractor shall configure each CCTV so that they can be integrated into Axis Camera station by MaineDOT.

654.05 Testing Requirements:

1. General Requirement: ITS Device and System Testing
 - a. In addition to the requirements of this specification, all installations of ITS devices and equipment, fiber optic cable, and wireless communication equipment will be subjected to rigorous testing before the work will be accepted by MaineDOT.
 - b. The Contractor shall submit testing plans to MaineDOT for review and acceptance. Successful completion of device testing shall be considered a requirement of the Contract. The Contractor shall provide all equipment, materials and labor required to perform each test, including laptop computers, internet connections, software, and Maintenance of Traffic.
 - c. The Contractor shall coordinate with the MaineDOT TMC no less than 7 days prior to scheduling any equipment or systems testing.
 - d. MaineDOT reserves the right to examine and test or retest any or all materials furnished by the Contractor for the project to determine if they meet the requirements specified within the Contract Documents.
 - e. If MaineDOT decides that any material used in the construction of this project is defective or otherwise unsuitable, the workmanship does not conform to the requirements of the contract, and/or the equipment does not meet the performance specifications required in the Contract Documents, the Contractor shall replace such defective or deficient parts and material at no cost to MaineDOT.
 - f. The Contractor shall conduct all tests in the presence of the Resident. Testing shall be scheduled only on weekdays, and subject to approval of MaineDOT.
 - g. Completed test results shall be packaged and submitted to MaineDOT within 14 calendar days of test completion. No test phase shall begin until all prior test phases have been completed, and test results have been approved by MaineDOT.
 - h. As part of the system and device testing, the Contractor shall provide to MaineDOT a complete set of maintenance and user manuals along with all wiring and assembly schematics and diagrams. This shall including any material safety data sheets (MSDS), prepared by the manufacturer and any toxic substances (coatings, liquids, or other) used. Maintenance information shall include troubleshooting directions, maintenance schedule recommendations, and calibration recommendations/directions. All necessary equipment to complete calibrations shall be included.
 - i. The Contractor shall provide any test specific software required to complete the test.
2. Testing Step 1 – Standalone and Subsystem Testing
 - a. Standalone testing and Subsystem testing can be completed together for this project.
 - b. Standalone testing shall be performed on site at the ITS device or system. The purpose of the Standalone tests is to exercise all in-field functional operations of the equipment or device as installed. The Contractor shall demonstrate compliance with the requirements for the equipment defined in the specifications during this

testing period. If a unit fails to pass the stand-alone test, the Contractor shall correct the problem or replace the part/device/system and retest until satisfactory results are achieved.

- c. Subsystem testing shall be performed for ITS devices and systems that are connected to a communication network other than a cellular modem. The purpose of the Subsystem test is to exercise the ITS device or system over the communication network locally, before making a final connection to the required software. If a unit fails to pass the subsystem test, the Contractor shall correct the problem, troubleshoot the communication system, or replace the part/device/system and retest until satisfactory results are achieved.
3. Testing Step 2 – Central Control Testing
 - a. Central Control Testing shall be conducted after Standalone and Subsystem testing are deemed to be complete.
 - b. Central Control Testing shall be performed at the TMC in Augusta and on non-Compass software. The purpose of the Central Control Test is to exercise all remote functionality and control of all ITS components at a TMC workstation, simulating normal use.
 - c. The Contractor shall have a representative at each device location to provide on-site validation of device functionality during Central Control Testing, as required by the Resident or the MaineDOT TMC.
 - d. If a device within the system fails to pass the central control test, the Contractor shall correct the problem or replace the part/device/equipment/system and retest until satisfactory results are achieved.
 - i. Upon successful completion of the Central Control Test, the Contractor shall request in writing the initiation of the Operational Acceptance Test Period.
4. Testing Step 3 - Operational Acceptance Test Period
 - a. An Operational Acceptance Test Period will be required for all ITS components. This test period shall commence upon successful completion of the Central Control Test. The purpose of the Operational Testing Period is to validate consistent system performance during real-life operations.
 - b. During the Operational Testing Period, the ITS shall perform as expected by MaineDOT at all times. Any system errors will suspend the testing period.
 - c. The Operational Acceptance Test Period shall be 45 days. In the event that there is a single failure associated with any ITS component or data transmission, the test shall be suspended while the Contractor resolves the failure (either by fixing the sensor or replacing the sensor). Upon successful repair/replacement, the test shall continue to the end of the 45 days, or a minimum of ten days, whichever is longer. Upon the failure of any second sensor or equipment, the Operational Test period shall be restarted for an additional 30 days upon each repair/replacement.
 - d. It is imperative that the RWIS operational testing be conducted during inclement winter weather. A valid Operational Testing Period shall be defined as occurring between December 1st and April 30th. The Operational Test should include a minimum of 20 days that occur during that time. If the Operational Test cannot

be achieved between December 1st and April 30th, the Supplemental Warranty condition shall apply.

5. The completion of the Operational Test period and the submission of all test reports shall be documented as the date of Final System Acceptance, provided all other work has been completed to the satisfaction of the Resident.

654.06 Guarantees and Warranties:

1. The Contractor shall unconditionally guarantee all system and subsystem modules including all cabinets, equipment, hardware, and software installed to be free of defects.
2. It shall be the Contractor's responsibility to secure all guarantees that are customarily issued by the equipment manufacturers for the specific equipment included in the Contract. The form in which such guarantees are delivered to the Contractor shall include the provision that they are subject to transfer to MaineDOT and shall be accompanied by proper validation of such fact. Transfer of guarantees shall coincide with the Guarantee Period specified below.
3. The length of warranty will be one (1) year from the date of equipment turn-over to MaineDOT for each ITS device. Additionally, the Contractor shall guarantee availability of compatible replacement equipment for a seven-year time period from the same date.
 - a. Supplemental Warranty: In the event the Operational Test cannot be completed in accordance with Section 654.05 above, the customary warranty period shall be extended to include a minimum of two (2) winter maintenance periods following System Acceptance. A winter maintenance period shall be considered November 1st to April 30th. For example, if the Operational Test does not include a minimum of 20 days between December 1st and April 30th with System Acceptance occurring in May 2028, the warranty period shall be extended to April 30, 2030.
4. The warranty shall cover all parts, labor, transportation, shipping, tools, equipment mobilization, maintenance of traffic, and incidentals necessary to repair or replace any system component, device, equipment or sensor that fails to perform as required by the Contract Documents.
5. The warranty shall include technical support available via telephone and email 24 hours per day, 7 days per week, 365 days per year for the warranty period.
6. The terms of any equipment warranties stipulated by the equipment manufacturers shall be provided with product data included in the Technical Submittal, specified in Section 654.025. The terms of any equipment manufacturer's warranties will not relieve the Contractor from any of the guarantee requirements of this contract.
7. The Contractor shall be responsible for repair or replacement during the guaranty/warranty period. Repair is defined as all activities that shall be performed for the system to remain in, or return to, operation as observed at the time of installation (by others). Replacement is defined as providing the same or better model of the equipment or device under warranty. The work consists of the repair of defective devices that fail during the normal course of operation, and does not include repairs or replacements made necessary due to damage resulting from vandalism, traffic accidents, or acts of God.

8. The Contractor shall provide on-site warranty service of the equipment within 48-hours of notification by MaineDOT. If the Contractor is unable to affect a repair to the equipment within seven (7) calendar days of notification, temporary equipment meeting all the original equipment specifications may be requested by MaineDOT and shall be provided and installed at no cost to MaineDOT. The Contractor shall then either fix or replace the broken device or equipment at their discretion.
9. A log of all guarantee work performed by the Contractor during the Guarantee Period shall be maintained by the Contractor. The log shall include, as a minimum, the following information:
 - a. Date and time defect reported
 - b. Entity reporting the defect
 - c. Description of the reported defect
 - d. Technician responding to reported defect
 - e. Arrival time at the site of the technician
 - f. Technician performing defect repair or replacement
 - g. Description of observed defect
 - h. Corrective actions taken
 - i. Model and serial number of any module repaired or replaced
 - j. Date and time defect rectified
10. The Contractor shall maintain records, which show the itemized material and equipment cost incurred to provide response maintenance during the guarantee period. These records shall be provided to the TMC within 15 working days of the warranty work. These records will not be used as a Basis of Payment to the Contractor. The Contractor shall assure that these cost records are as complete and accurate as practicable. MaineDOT may perform an audit to verify the accuracy of the cost records.
11. When a guarantee is available on repaired or replacement components, a written and signed guarantee shall accompany the manufacturer's billing invoice. The TMC representative or inspecting agent will sign and retain the original and provide a copy to the maintaining agency and a copy to the manufacturer.
12. If the same component requires repair more than twice during the warranty period, the Contractor shall replace the component rather than provide a third repair at no additional cost to the Department.

654.07 Method of Measurement:

The development and submission of ITS Technical Submittals will not be measured, but shall be considered incidental to the ITS system, device or equipment installed.

Guarantees/Warranties will not be measured, but shall be considered incidental to the ITS system, device or equipment provided.

Configuration and integration of ITS equipment and devices will not be measured, but shall be considered incidental to the equipment being provided.

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

Special Provision 654 ITS BASE SPECIFICATION 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.

This item of work shall also consist of planning for future telecommunications service between a public telecommunications source and the ITS device cabinet. The electrical service connection shall be installed in such a manner that a future telecommunications connection does not require relocation of the power source cables or connection.

654.025 Materials

The following sections are added:

654.026 Electrical Service Connection – General

The materials for this work shall conform to the requirements of the local power utility company and other project specifications.

1. 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 (minimum) service.
2. 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.
3. The Contractor shall adhere to all applicable NEC, NESC, IEEE 1100-1992, UL 1459, and UL 1950 standards and practices.

4. Where the proposed electrical service connection requires an overhead connection, the Contractor shall furnish and install all span wire, cables, tensioning hardware, guy wires and anchors, 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.
5. 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.
6. 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 “Suitable for Service Equipment” and shall be acceptable to the utility company for use as a service connection.
 - a. Metered service pedestals should 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.
 - b. Metered service pedestals shall include weatherproof arc flash labeling meeting the requirements of the National Fire Protection Association (NFPA) 70E Standard.
 - c. If approved by the utility company and with the express, written permission of the Resident, the meter and disconnect may be installed on a 6”x6” wood post or on a frame consisting of two 4”x6” wood posts with cross-struts.
7. Meter and disconnect equipment shall not be attached to existing public utility poles or equipment. For aerial connections, the meter and disconnect equipment may be installed on the Contractor-supplied service pole in accordance with the public utility company requirements.
8. All electrical service equipment shall be grounded to a ground rod (or multiple ground rods) as required to achieve the required grounding specified by the utility company.
9. Where the plans require use of an existing power source, the Contractor shall confirm that the voltage and phase are compatible and that the existing power source/equipment can accommodate the additional load of the ITS equipment.
10. Where the plans require the installation of ITS hardware on an existing structure, the Contractor shall furnish and install all required riser conduits, flexible conduits, weatherheads, and attachment hardware. Riser conduits shall be secured to the existing support at intervals no less than every 10 feet.

11. Unconstrained equipment cables shall be secured to the support structure and include a drip loop prior to entering any cabinet, riser or weatherhead.

654.03 Construction

The following sections are added:

654.031 Electrical Service Equipment Installation

1. The Contractor shall arrange a meeting with the Resident and the 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.
 - a. Where the proposed power service is from an existing service (i.e., existing traffic signal cabinet), the Contractor shall arrange a meeting with the Resident and the MaineDOT Traffic Team to verify connection requirements prior to ordering any equipment or materials.
2. New 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. Where the proposed electrical service connection will be overhead over a roadway, the electrical cables shall be installed with a minimum clearance to the high point of roadway of 23.5 feet. This clearance is required to allow for a future telecommunication aerial cable on the same poles to have a minimum clearance of 20 feet above the roadway while maintaining 42 inches of clearance between power and telecommunications.

654.06 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.

Wood poles installed as service poles for aerial power connections will not be measured but shall be considered incidental to the Electrical Service Connection item.

654.07 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 and MaineDOT, 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, all connection fees, monthly service charges, wood utility poles, weatherheads, 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, tools, equipment, hardware, and incidentals necessary to provide a complete and functional electrical service connection.

For aerial service connections, all equipment required by the public utility service company to provide aerial power service, including guy wires and anchoring of the wood utility pole, service pole and the service connectors, shall be incidental to the Electrical Service Connection pay item.

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. Conduit risers, conduits, and weatherheads installed on an existing support structure to provide a raceway for ITS equipment cables will not be paid for separately but will be incidental to the Electrical Service Connection pay item.

Payment will be made under:

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

**SPECIAL PROVISION
SECTION 654
INTELLIGENT TRANSPORTATION SYSTEMS
(Road Weather Information Station (RWIS) System Equipment)**

Special Provision 654 ITS BASE SPECIFICATION is amended as follows:

654.01 Description

The following paragraphs are added:

This work shall consist of furnishing, installing, integrating and testing a Road Weather Information Station (RWIS) system. This RWIS system shall include multiple weather sensors mounted to a new wood pole or other existing structure.

This work also includes integrating the data obtained by the RWIS system into the Maine Department of Transportation (MaineDOT) Advanced Transportation Management System (ATMS), New England Compass ATMS (Compass ATMS). Compass was developed by the Southwest Research Institute (SwRI) and is used by Maine, New Hampshire, and Vermont. This integration effort shall include the development of a live, supported dataflow using an open vendor API from the RWIS System Equipment to Compass ATMS and MaineDOT. RWIS data shall also be integrated into MaineDOT's existing Road and Weather software as part of this project.

MaineDOT currently maintains RWIS systems manufactured by Vaisala and Campbell Scientific. Both of these vendor's RWIS systems have previously been integrated into both Compass and the existing Road and Weather software.

The Contractor shall work with SwRI to integrate the RWIS system data into Compass. The System Integrator shall be responsible for the full integration and function of new RWIS data in Compass. Integration into MaineDOT's Road and Weather software shall be the responsibility of the Contractor and can be done separately of the Compass integration. MaineDOT has an existing contract for the Road and Weather software and will pay any associated licensing fees after the initial period defined in Special Provision 654.

654.02 General

The following paragraph is added:

654.021 RWIS, General:

The following specifications detail a typical RWIS system as currently deployed in the State of Maine. 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 RWIS System Equipment may be considered functionally equivalent in accordance with Special Provision 103.

654.025 Materials

The following paragraphs are added:

654.026 RWIS System Equipment – General

1. All software and data interfaces shall be designed to reflect the latest NTCIP and Traffic Management Data Dictionary Standards. Specifically, the system shall support NTCIP 1204 v03.08 protocol.
2. The RWIS System shall include a controller (controller or Data Logger) that shall satisfy the following requirements:
 - a. The controller shall have a modern processor, manufactured within the previous 12 months.
 - b. The controller shall have a minimum of 512MB DDR3 and 2GB of NAND flash memory.
 - c. The controller shall have internal/integral Ethernet communications and support direct Ethernet connections.
 - d. The controller shall provide a means for real-time clock synchronization and location definition at least once daily.
 - e. If the controller has remote access capability for local maintenance purposes (WLAN, WiFi, Bluetooth or equivalent), this feature shall be turned off or disabled.
 - f. The controller shall keep records and show calibration history of the attached sensors.
 - g. The controller shall operate in the temperature range of -34°F to +150°F.
3. The RWIS System Equipment shall include a Sensor Interface and Power Management system that shall satisfy the following requirements:
 - a. All sensor connectors shall be MIL-SPEC circular connectors rated to IP66/IP68.
 - b. The controller shall include Ethernet interfaces for sensor and peripheral connections including at least two spare ports.
 - c. Ethernet connections shall support Power over Ethernet (PoE) functionality.
 - d. The controller shall have serial interfaces for sensor and peripheral connections without extension modules including at least two spare ports.
 - e. The controller shall have centralized bus-bar for sensor grounding. The bus-bar shall be copper.
 - f. Sensor cables shall be connected to bus-bar for grounding.
 - g. The controller shall have built-in surge arrestors that shall be field replaceable.
 - h. Where indicated on the Plans, the controller shall have the capability to operate with solar power technology (direct current). For RWIS equipment powered by solar panels and

batteries or other direct current technologies, any RWIS sensors that require a heater to operate effectively in cold weather shall be prohibited.

- i. Where indicated on the Plans, the controller shall have a battery charger.
4. The RWIS System shall include a Power Supply that shall satisfy the following basic requirements:
- a. Where public utility power is provided, the Power Supply shall withstand an alternating current (AC) range of 89VAC to 135VAC
 - b. Power shall have in-built surge protection against transients.
 - c. Power shall be at least 240W to ensure sensor heating under all conditions.
 - d. Power supply shall have stable output of ± 1 percent.
 - e. Power supply shall allow parallel connection when additional power is required.
5. The AC Supply shall satisfy the following requirements:
- a. The controller AC supply shall have surge protection level at least 6kV/3kA. Surge protection units shall be field replaceable.
 - b. AC Supply shall include a main disconnect circuit breaker for maintenance purposes.
 - c. Where AC power systems are employed, the RWIS System shall include a Battery Back-Up that shall satisfy the following requirements:
 - i. The battery back-up system shall provide sufficient power for all RWIS system components for a minimum of 24 hours at full function in the absence of AC power. Full function shall be defined to mean that all equipment that could be powered while the equipment was operating on AC power, including any heaters necessary to ensure proper operation of RWIS sensors, shall be included in the battery back-up system requirements.
 - ii. At the end of the initial 24 hours without AC power, the battery back-up system shall provide sufficient power for critical sensors (as defined by the manufacturer) for an additional 24 hours. This low power or survival mode may include less frequent polling of the sensor data but not less than once every ten (10) minutes.
 - iii. At the end of 48 hours without AC power, the battery back-up system shall not have discharged more than 50 percent of the rated capacity of the battery back-up system.
 - iv. Back-up batteries shall be sealed and spill proof and shall be considered maintenance-free.
 - v. Batteries shall be capable of charging at temperatures from -34°F to +150°F without damage and without degradation of the charging life.
 - vi. The battery back-up system shall be Ethernet ready. The Contractor shall furnish and install an Ethernet patch cord to connect the battery-back-up system to the Ethernet switch in the controller cabinet.
 - vii. The Contractor shall submit for approval a Technical Submittal calculation for the battery back-up system that demonstrates compliance with the required hold-up time of the back-up system. This calculation shall include the manufacturer's specified loads for each sensor, the controller, and other pieces of equipment to be powered during the full function period and the low power/survival mode period. The battery

calculation shall be measured from 0°F. The Technical Submittal shall be submitted in accordance with Special Provision 654.

6. The RWIS System Equipment shall include a communications system that shall satisfy the following requirements:
 - a. The controller shall support at least two parallel communication lines out from the station, with one communication line being a cellular modem.
 - b. The controller shall be native Ethernet, allowing Ethernet communications via cellular modem.
 - c. The controller shall support cellular communication with modern networks: 4G/LTE/5G. See 654.031.3 for additional details.
 - d. The controller cellular communication shall support dual SIM usage for data transmission purposes.
 - e. The controller shall support an RJ-45 port.
 - f. Where the controller includes a WLAN for local remote access, the controller shall have user definable time-out for WLAN broadcasting to prevent unintentional use of WLAN.
 - i. The controller WLAN shall have the ability to be used as a hotspot.
 - ii. The controller WLAN shall have the ability to be used as a client.
 - g. The controller shall have two Ethernet networks: one for internal communications and second for external communications.
 - h. The controller's internal network shall be Ethernet based.
 - i. The controller shall be connected to the Ethernet switch via Ethernet patch cord furnished and installed by the Contractor.
7. The controller shall include a cabinet enclosure that shall satisfy the following requirements:
 - a. The controller enclosure shall not have external connectors for sensors and other equipment.
 - b. All entries to the controller enclosure shall be completely encased in conduit with appropriate bushings to prevent insect and moisture entry. The sensor cable inlets shall be vandal-proof.
 - c. The controller enclosure material shall be made of bare aluminum or stainless steel.
 - d. The controller enclosure shall be equal to IP66 or NEMA 4 or NEMA 4X rating.
 - e. The controller enclosure door shall have wind lock mechanism to maintain the door in an open position during maintenance.
 - f. The controller enclosure shall include a fiber optic Ethernet switch matching the requirements of Item 654.311 Ethernet Switch with Fiber Optic Interfaces except that the switch may be shelf or wall-mounted.
8. The RWIS System shall include a lightning dissipater that shall satisfy the following requirements:

- a. The Contractor shall furnish a lightning dissipater consisting of a series of at least four spot dissipaters in a candelabra arrangement with a single mounting assembly.
- b. 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.
- c. The lightning dissipater shall be attached to the pole using manufacturer-recommended clamps. These clamps shall rigidly hold the lightning dissipater to the support pole in winds up to 100 mph.
- d. The lightning dissipater and its mounting structure shall not interfere with the operation of any other sensors and shall avoid sight line obstruction of the CCTV equipment.

654.027 RWIS System Sensors: The Contractor shall furnish, install, integrate and test environmental and weather sensors that shall measure several environmental characteristics. The following sensor equipment shall be included:

- Wind Speed and Direction Sensor
 - Visibility Sensor
 - Precipitation and Accumulation Sensor
 - Present Weather Detector (may include visibility, precipitation and accumulation sensors if the single combination sensor can meet the functional requirements for each of the individual sensors)
 - Air Temperature and Humidity Sensor
 - Barometric Pressure Sensor
 - Road Surface Sensors (Non-Invasive, Pavement Surface Condition Sensor and Subsurface Probe)
 - Closed Circuit Television (CCTV) Camera
1. Wind Speed and Direction Sensor
 - a. The sensor shall measure both wind speed and wind direction.
 - b. The sensor shall be weather resistant and have an operational temperature of -40°F to +140°F.
 - c. The sensor shall fully compensate for the effect of temperature, humidity and pressure. If a heater is required for effective operation of the wind sensor, the battery calculations shall include operation of the heater.
 - d. If a mechanical wind sensor is provided, the sensor shall be black to take advantage of thermal warming from the sun and have an ice resistant coating applied to all external surfaces.
 - e. Measurement Parameters:
 - i. The wind speed sensor shall have a measurement range of 0 to 150 miles per hour (mph).
 - ii. Wind speed shall be user selectable in units of miles per hour (mph) and meters per second (mps).

- iii. Wind speed resolution shall be to the whole integer for the selected unit (i.e. 5 mph or 3 mps) and accuracy shall be within one (1) percent of actual.
 - iv. Wind direction shall be measured in degrees. Wind direction resolution shall be +/- 3 degrees.
 - v. Wind speed and direction shall be reported as instantaneous value and rolling average value to a customized average time.
 - vi. Wind speed and direction minimum and maximum values shall be available over a customized time period (i.e. 10 minutes).
 - vii. Wind speed shall be available as 3-second gust values.
2. Visibility Sensor (or visibility function of Present Weather Sensor)
- a. The visibility sensor may be integrated into a combination sensor unit that operates as a Present Weather Detector. If they are separate units, the visibility sensor shall meet the requirements of parts b. through g. below.
 - b. The sensor shall have a measurement range of up to 10 miles with an accuracy of +/- 10 percent.
 - c. The sensor shall utilize back scatter optical technology.
 - d. The sensor shall have an operational temperature range of -40°F to +131°F.
 - e. The sensor shall have an operating humidity range of 0-100 percent relative humidity.
 - f. The sensor shall be IP66 rated.
 - g. The sensor shall be capable of accurate visibility measurement through the following weather conditions:
 - 1. Clear visibility
 - 2. Fog
 - 3. Mist
 - 4. Haze (from smoke or other particulates)
 - 5. Rain
 - 6. Freezing rain
 - 7. Snow
3. Precipitation and Accumulation Detector (or precipitation function of Present Weather Sensor)
- a. The precipitation detector should be provided as an independent sensor. The Contractor may propose a combination sensor unit that operates as a Present Weather Detector with precipitation detector, subject to MaineDOT approval.
 - b. The precipitation sensor shall meet the requirements of c. below, regardless whether it is part of a Present Weather Sensor or if it is a stand-alone sensor.
 - c. Measurement Parameters:
 - i. The sensor shall detect the following types of precipitation:
 - 1. Rain
 - 2. Freezing Rain
 - 3. Drizzle

4. Freezing Drizzle
 5. Mixed Rain/Snow
 6. Snow
 7. Sleet/Ice Pellets
 - ii. The sensor shall be capable of measuring rain precipitation accumulation rate to an accuracy of 0.05 inches per hour measured over a 10 minute time period. This accuracy shall be met under Maine field conditions.
 - iii. The sensor shall be capable of measuring snow accumulation and amount of new snow since previous readings. Snow accumulation sensitivity shall be at least 0.5 inches per hour with an accuracy of +/- 10 percent. This accuracy shall be met under Maine field conditions.
4. Present Weather Detector
 - a. If a Present Weather Detector is provided to provide the functionality of the Visibility, Precipitation and Accumulation Detector, it shall be mounted according to the manufacturer's recommendations, with consideration paid to mounting height, north-facing directionality, and obstruction of other sensors.
 - b. The Present Weather Detector submittal shall include a testing plan that identifies how all of the functionality will be tested to meet or exceed the performance specifications listed for visibility, precipitation, and accumulation. This testing shall be conducted after installation during Maine winter field conditions (December-March). The test plan quality will be a factor in determining if the proposed Present Weather Detector is an acceptable product.
5. Air Temperature and Humidity Sensor
 - a. The sensor shall contain a radiation shield to protect the sensor from solar radiation influence and from precipitation. The radiation shield shall contain no moving parts.
 - b. The sensor shall combine air temperature detector (AT), relative humidity detector (RH), and dew point detector (DP) into a single unit. Alternatively, dew point may be calculated by the controller or via the Road and Weather software.
 - c. The sensor shall have integral surge protection.
 - d. The sensor shall be IP66 rated.
 - e. The AT detector shall have an operational range of -40°F to +140°F.
 - f. The RH detector shall have an operational range of 0-100 percent RH.
 - g. Measurement Parameters:
 - i. AT detector shall provide instantaneous and rolling one minute average values. The AT detector shall hold the previous five observations.
 - ii. AT detector shall have rolling 24-hour minimum and maximum temperature values.
 - iii. AT detector shall have an accuracy of 0.5°F over the range of 0°F to +100°F.
 - iv. RH detector shall provide rolling one minute average values from the previous six observations.

- v. RH detector shall have an accuracy of two (2) percent and shall be reported to the nearest 0.1 percent (i.e. 90.8%).
- vi. RH detectors shall provide a means (either directly or via software) to measure dew point temperature and frost point temperature.
- vii. RH detector shall provide active measurements that maintain accuracy within 2% in condensing conditions.

6. Barometric Pressure Sensor

- a. The sensor shall be a silicon capacitive absolute pressure sensor designed for barometric pressure measurement.
- b. Measurement Parameters:
 - i. The barometric pressure sensor shall conduct readings every 5 seconds and report the instantaneous readings.
 - ii. The barometric pressure sensor shall measure in units of inches of mercury (Hg).
 - iii. The barometric pressure sensor shall have an operational range of 18.0-31.0 inches Hg with a resolution of 0.03 inches Hg.
 - iv. The barometric pressure sensor shall have an accuracy of +/- 0.12 inches Hg over the temperature range of 0°F to +140°F.

7. Non-Invasive Pavement Sensors

- a. There shall be sensors that can measure the pavement surface temperature, ambient air temperature, relative humidity, pavement surface state, and friction coefficient remotely, without penetrating the roadway. The non-invasive sensors shall be OTT NIRS, Vaisala DSC/DST, or equivalent.
- b. If a pavement sensor cannot meet the accuracy requirements for all of the measurements in part a., additional supplemental sensors shall be furnished and installed to meet the accuracy requirements.
- c. These non-invasive sensors shall have no moving parts.
- d. Non-invasive sensors shall collect data samples from the road surface in accordance with the performance standards established in this specification.
- e. The data generated by the non-invasive sensors shall be compatible with the current Road and Weather software currently in operation within the MaineDOT license for New England Compass ATMS.
- f. Measurement Parameters:
 - i. The pavement surface state sensor shall have an operational range of -40°F to +140°F and 0-100 percent RH.
 - ii. The pavement surface state sensor shall be capable of remote readings at the range of 6.5 feet to 48 feet.
 - iii. The pavement surface state sensor shall identify the condition of the pavement remotely with the following surface states:
 - 1. Dry
 - 2. Moist
 - 3. Wet

4. Snow/Frost
 5. Ice
 6. Slush
 - iv. The pavement surface state sensor shall measure the depth of precipitation on the pavement surface as shown below, all at a resolution of 0.01 millimeters:
 1. Water/Rain at 0.0 - 2.0 millimeters
 2. Ice at 0.0 – 2.0 millimeters
 3. Snow at 0.0 to 10.0 millimeters
 - v. The pavement surface temperature sensor shall measure the pavement surface temperature every 60 seconds and have a resolution of 0.5°F.
 - vi. The pavement surface friction sensor shall estimate the friction coefficient (grip factor) at the range 0.01 to 1.00 at a resolution of 0.01 units.
8. Subsurface Probe
- a. The sensor shall be a probe specifically designed for outdoor use.
 - b. The sensor shall measure air, soil, and water temperature.
 - c. The sensor probe shall be water-tight and weather-resistant.
 - d. The sensor probe shall have an operational range of -40°F to +140°F.
 - e. Measurement Parameters:
 - i. Road surface temperature shall have an accuracy of +/- 1°F with a resolution of 0.5°F.
 - ii. Freezing point shall have an accuracy of +/- 1°F.
9. Pavement Surface Condition Sensor
- a. The sensor shall be specifically designed for pavement surface temperature, surface wetness and surface salinity measurement.
 - b. The sensor shall be water-tight and weather-resistant.
 - c. The sensor shall have an operational range of -40°F to +160°F.
 - d. The sensor shall be able to detect and measure surface salinity (chlorides).
 - e. The sensor shall be able to measure the following pavement surface states:
 - i. Dry
 - ii. Wet
 - iii. Wet - Chemical
 - iv. Snowy
 - v. Icy
 - f. The sensor shall be able to measure surface wetness to a minimum of 0.25 inches.
 - g. Measurement Parameters:
 - i. Temperature reading shall have an accuracy of +/- 1°F with a resolution of 0.5°F.
 - ii. Water layer thickness reading shall have an accuracy of +/- 0.05 inches with a resolution of 0.01 inches.
 - h. The sensor shall be hardwire cabled per manufacturer recommendations.

654.028 Closed Circuit Television (CCTV) Camera System: The Contractor shall furnish, install, integrate and test a digital closed circuit television (CCTV) camera at the RWIS System location that shall provide streaming video adjacent to the RWIS system. The CCTV camera shall be connected to the controller and shall be remotely controlled via the RWIS communication system.

1. The CCTV camera shall be digital, IP addressable and Ethernet ready.
2. The CCTV camera shall be Underwriter's Laboratory (UL) approved. The UL certification shall be provided with the technical submittal.
3. The CCTV shall have the capability to be viewed, controlled and tested locally at the controller utilizing a laptop computer with the manufacturer's software. This shall include the capability to locally retrieve operational status and fault data for the camera.
4. The CCTV shall have a minimum resolution of HDTV 800 x 600.
5. The CCTV shall be capable of streaming video with H.264 and/or Motion JPEG video compression format.
6. The CCTV shall be capable of time triggered FTP.
7. The CCTV shall be powered by an industrial grade Power Over Ethernet Injector (POEI). The POEI shall provide operating power and Ethernet data to the CCTV.
8. The CCTV shall be housed in an environmentally hardened enclosure suitable for continuous outdoor use. The CCTV shall have an operating range of -40°F to +100°F, minimum.
9. The CCTV housing shall be IP66-rated.

654.03 Construction

The following paragraphs are added:

654.031 RWIS System Construction Requirements

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

The Contractor shall install, configure, integrate, and test the RWIS System data into the Compass ATMS and its Road and Weather software. The RWIS System Equipment shall continuously measure and record RWIS System data. The system data shall be available to MaineDOT in the Compass ATMS mapping feature and other related internal programs.

1. Power Requirements
 - a. Each RWIS location shall be supplied with adequate power to meet the site and sensor design loads.
 - b. Where AC power is provided from an existing MaineDOT source (i.e., existing traffic signal cabinet), all RWIS equipment shall be connected to a single disconnect within the cabinet.
 - c. Where AC power is provided by others, the Contractor shall coordinate the power connections at the meter and disconnect.

2. Grounding System Requirements

- a. All RWIS 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. All metallic enclosures, lightning arrestors, and instrument mounting brackets shall be bonded to this system.
- b. The Contractor shall install solid copper or copper clad ground rod (minimum 3/4-inch x 10-foot) along with #4 AWG ground wire and fittings at the base of the RWIS 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 RWIS 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 lightning dissipater shall be offset from the support pole and provide protection for the site above any installed equipment without interfering with the functionality of any equipment or sensors.

3. Communication Requirements

- a. The Contractor shall furnish and install a cellular modem compatible with the RWIS system and with the MaineDOT communications system.
- b. The communication system shall support 4G/LTE and shall be configurable to support 5G if available.
- c. The modem shall be able to support Verizon and AT&T service plans. Switching between the two may be achievable with firmware updates.
- d. The RWIS system shall transmit weather sensor data to Compass and MaineDOT's Road and Weather software currently in operation.
- e. The Contractor shall provide all necessary equipment, cables, hardware, and ancillary equipment to capture the RWIS sensor data and transmit the data to Compass and to the Road and Weather software at the MaineDOT TMC.
- f. The communication system shall allow for configuration control and troubleshooting of the RWIS equipment through both a local onsite connection and through a remote connection to the controller.

4. Pavement Sensor Installation

- a. The Contractor shall install the pavement surface sensor in accordance with the manufacturer's recommendations. The pavement surface sensor shall be installed flush with the pavement surface.
- b. The Contractor shall sawcut the pavement at the width recommended by the manufacturer, and shall install the cable from the controller to the installation location of the pavement surface sensor as shown in the Contract Documents.

- c. The sawcut shall be backfilled with a sealant that is included in the MaineDOT Qualified Products List.
 - d. The sawcut shall be laid out with angles of no greater than 45 degrees.
 - e. Where the sawcut ends at the pavement edge, the cable shall be encased in a conduit system. Cable shall be continuously contained in a sawcut with sealant or a conduit system.
 - f. The sensor cable from below ground to the controller shall be protected when mounted to the RWIS support pole.
- 5. Software and Integration Requirements
 - a. All RWIS, including CCTVs, shall be fully integrated into New England Compass and MaineDOT's Road and Weather Software.
 - b. CCTVs shall be integrated into Axis Camera Station if hardwire communications is provided.
 - c. Specific Integration Requirements are identified in Special Provision Section 654 (ITS base specification), 654.04, Software and Integration Requirements.
- 6. Sawing Bituminous Pavement
 - a. Sawcutting bituminous pavement shall be with a power-driven saw with an abrasive blade of sufficient width to provide the required cuts.
 - b. The sawcut shall be vertical and not exceed two inch depth.
 - c. Debris from the sawing operation shall be removed and disposed of by the Contractor before reopening the roadway to traffic.
- 7. System Testing
 - a. All RWIS shall pass Standalone Testing, Subsystem Testing, Central control Testing, and Operational Testing prior to work being deemed complete.
 - b. Specific System Testing Requirements are identified in Special Provision Section 654 (ITS base specification), 654.05, Testing Requirements.
 - c. Failure of the Present Weather Detector to strictly meet the performance standards for the component sensors (visibility, precipitation, and accumulation) shall be grounds for equipment rejection after installation. It shall then be the Contractor's responsibility to replace the combined sensor with individual sensors that can meet the performance requirements. Replacement of the Present Weather Detector with component sensors shall be accomplished at no additional cost to MaineDOT.
- 8. Training
 - a. If the Contractor elects to provide new or modified Road and Weather software, the Contractor shall provide a training program consisting of the furnishing of educational training in the operation of the new software.
 - b. The training shall be scheduled after Stand-Alone Testing but prior to the end of the Operational Testing period.

- c. The Contractor shall provide qualified instructors familiar with the operation of the software to conduct the training. Training shall consist of hands-on demonstrations as feasible.
- d. The Contractor shall develop and supply all necessary manuals, displays, class notes, visual aids, and other instructional materials as required to conduct the training program. The Contractor shall supply sufficient materials for up to 10 participants, plus one spare copy of all materials.
- e. Training will be conducted at the MaineDOT Main Office in Augusta, Maine. The Contractor shall coordinate a specific classroom facility with the Resident at least three weeks prior to the training date.
- f. The training session shall be up to four (4) hours and shall accommodate up to 10 people. Typical training topic areas include:
 - i. An overview of the software and its operation.
 - ii. New/modified features of the software.
 - iii. Interactions of the Road and Weather software with Compass ATMS.
 - iv. Producing reports using the Road and Weather software.

654.032 Construction Requirements for RWIS integrated with Traffic Signals

Where RWIS sensors and equipment are installed on existing traffic signal structures and within existing traffic signal cabinets, the installation shall include the following additional requirements:

- 1. The installation of RWIS sensors shall not overlap or otherwise interfere with access or operation of the existing traffic signal equipment, including luminaires, detection equipment, and cables.
- 2. RWIS equipment and cables installed within the existing equipment cabinet shall be clearly labeled as 'RWIS'.
- 3. RWIS equipment installed within the existing equipment cabinet shall be connected to a 30 Amp disconnect switch installed within the cabinet with power sourced from the cabinet's main power connection. If any upgrade is needed for the cabinet's main disconnect switch, the contractor shall replace the main disconnect switch to ensure compliance with NEC.

654.07 Method of Measurement

The following paragraphs are added:

Road Weather Information Station (RWIS) equipment 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:

Road Weather Information Station (RWIS) equipment will be paid for at the contract lump

**Statewide
028454.00
Road Weather Information System (RWIS)
September 22, 2026**

sum price for each location. Such price will be full compensation for furnishing and installing all materials, including but not limited to the sensors; CCTV camera; controller and enclosure cabinets with all internal hardware; communication equipment; grounding; lightning dissipater; sawcutting pavement; integration and software modifications; system testing; training; warranties and guaranties; and all appurtenances and incidentals required for a complete and functional installation and for furnishing all assembly hardware, tools, labor, and testing necessary for completing the installation.

Connection to the electrical power service, including the installation of new disconnect switches and labeling RWIS equipment installed within an existing cabinet, will be paid for in accordance with Special Provision 654 Electrical Service Connection.

Wood poles for mounting the RWIS equipment will be paid for in accordance with Special Provision 643 Wood Pole.

Payment will be made under the following:

<u>Pay Item</u>	<u>Pay Unit</u>
654.53 Road Weather Information Station	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...**”
- 101.2 Under the definition of Standard Specifications remove the phrase “Revision of 2020”.
- 104.5.4 In front of “Prompt Payment of Subcontractors” place the subsection number “**104.5.5**”.
- At the end of the paragraph starting with “**Payment Tracking Federal Projects**” add the sentence “ **Contractors and Subcontractors shall acknowledge Payments within 30 Days.**”

APPENDIX A TO DIVISION 100

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

SECTION 201

STRUCTURAL EXCAVATION

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

SECTION 524

TEMPORARY STRUCTURAL SUPPORTS

- 524.06 Basis of Payment, in the item chart change the description of Item Number 524.301 from “Temporary Structural Support, Approaches” To “**Temporary Structural Support, _____**”

SECTION 639

ENGINEERING FACILITIES

- 639.01 Subsection 639.091 of the standard specification is deleted and replaced with the following:

“639.092 **Communication Services** The Contractor shall provide a secure, high-speed internet connection for the exclusive use of State personnel within the field office. The connection must remain active and functional for the entire duration of the project.

A. Performance Requirements:

- **Bandwidth:** The connection must deliver a minimum continuous download speed of **25 Mbps** and a minimum upload speed of **5 Mbps** per field office. For construction contracts over \$10 million, the minimum download speed shall scale to **50 Mbps**.
- **Latency:** The network latency must not exceed **80 milliseconds** round-trip to ensure stable connection to State VPN environments.
- **Data Allowance:** The service plan must include unlimited data, or a business-tier data allowance of no less than **200 GB per month per user**. Data throttling below the minimum required bandwidth speeds is prohibited.

B. Acceptable Technologies:

The Contractor may utilize any commercially available broadband technology that meets the performance requirements of Section A, including but not limited to:

- Cable or Fiber-optic broadband
- Fixed Wireless Access (FWA) or 4G LTE/5G Cellular Routers
- Low Earth Orbit (LEO) Satellite Systems (e.g., Starlink Business)

Traditional Geostationary (GEO) satellite internet systems (characterized by latencies exceeding 200 milliseconds) are explicitly prohibited unless a specific geographic exception is approved in writing by the Resident Engineer.

C. Hardware and Security:

- The Contractor shall supply a commercial-grade Wi-Fi router capable of supporting Wi-Fi 6 (802.11ax) standards.
- The field office network must be protected by a secure, unique WPA3 (or WPA2-Enterprise) password provided only to State personnel. A separate "guest" network must be configured if the Contractor's personnel share the physical connection.

The Contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Communication Service Provider (CSP) directly to the Contractor.

D. Waiver of Performance Requirements:

In locations where commercially available communication services are unable to meet one or more of the performance requirements specified in Section A, the Contractor may submit a written request to the Department for a waiver of the affected requirement(s). The request shall identify the requirement(s) that cannot be met, document the communication technologies reasonably available at the project location, and demonstrate that the proposed service represents the highest level of performance commercially available.

SECTION 643

TRAFFIC SIGNALS

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

SECTION 652

MAINTENANCE OF TRAFFIC

- 652.2 Materials. Revise the second paragraph beginning with “ All signs shall be...” by adding the word “cones” to the second sentence so it reads in part
- “All barricades, **cones**, drums, and vertical panel markers shall be ...”
- 652.8.2 Revise the last paragraph beginning with “ There will be no payment...” by adding the following to the end:
- “There will be no payment for Maintenance of Traffic Control Devices during approved Contractor Requested Suspensions; The Contractor shall be responsible for maintaining all traffic control devices left in place during the suspension.”**

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 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 to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XI. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

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

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds,

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

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

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

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

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

By: 
(Signature of Authorized Official)

Dated: 9-17-26

APPENDIX A

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

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

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

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

APPENDIX C

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

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

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

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

APPENDIX D

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

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



Environmental Summary Sheet

WIN: 28454.00

Town: Statewide

CPD Team Leader: Danielle Tetreau

ENV Field Contact: Nick Koltai

Date Submitted: 9/11/2026

NEPA Complete: Section 326 Categorical Exclusion (CE) 23 CFR 771.117.c.21 issued on 9/2/2026

Section 106

Review Complete: No Effect - No Properties - SHPO Concurrence 8/18/2026

Section 106 Resources: not applicable.

Section 4(f) and 6(f)

Section 4(f)

Review Complete - No properties, no use

Section 6(f)

Review Complete - No properties, no takes

Section 7 – Endangered Species Act

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

Atlantic salmon: no effect

Canada lynx: no effect

**See SP 105 for Environmental Requirements.*

Essential Fish Habitat

Species of Concern: 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: n/a - based on scope and location

Hazardous Material Review

Review Complete - No concerns identified

☒ **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 ☐

**All permits and approvals based on plans/scope as of: 8/26/2026*