Updated 01/15/19

FEDERAL PROJECT

Effective November 05, 2014
Supersedes January 19, 2012

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:

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, November 2014 Edition.

April 28, 2017
Supersedes November 05, 2014

NOTICE

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

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

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

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

NOTICE

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

Bid Enclosed - Do Not Open
PIN:
Town:
Date of Bid Opening:
Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed
PIN:
Town:
Date of Bid Opening:
Name of Contractor:
This should not be much of a change for those of you who use Federal Express or similar services.

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

Bid Enclosed: Do Not Open
PIN:
Town:
Name of Contractor:

October 16, 2001

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____and State of_____

as Principal, and _____as Surety, a

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

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

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

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

The condition of this obligation is that the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the construction of _____

_____

_____and if the Department shall accept said bid and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said bid) and shall furnish bonds for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force, and effect.

Signed and sealed this_____day of _____20_____

WITNESS:

_____

_____

_____

WITNESS

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

SAMPLE

NOTICE

Bidders:

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

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

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

State of Maine
Department of Transportation

RFI No: _____

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested for:

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

Question(s):_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by:

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

Email: _____ Fax: (_____)_____

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

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

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

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

The Contractor Shall Extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

Revised 1/12

DBE GOAL NOTICE FFY 2019-2021
Maine Department of Transportation
Disadvantaged Business Enterprise Program

Notice is hereby given that in accordance with US DOT regulation 49 CFR Part 26, the Maine Department of Transportation (MaineDOT) has established a Disadvantaged Business Enterprise Program (DBE) for disadvantaged business participation in the federal-aid highway and bridge construction programs; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2019-21 (October 1, 2018 through September 30, 2021) MaineDOT has established an annual DBE participation goal of **2.4%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2021. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include placing contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 2.4% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf

Interested parties may view MaineDOT's DBE goal setting methodology, also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: sherry.tompkins@maine.gov

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MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR PROPOSED UTILIZATION FORM

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

Contractor: _____ **Telephone:** _____ **Ext** _____

Contact Person: _____ **Fax:** _____

E-mail: _____

BID DATE: _____

FEDERAL PROJECT PIN # _____ **PROJECT LOCATION:** _____

TOTAL ANTICIPATED DBE ____ % PARTICIPATION FOR THIS CONTRACT

WBE	DBE	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost Per Unit/Item	Anticipated $ Value
						Subcontractor Total>	
						DBE Total >	

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

Equal Opportunity Use:

Form received: ___/___/___ Verified by: _____

FHWA ☐ FTA ☐ FAA ☐

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

Rev. 01/15

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

http://www.maine.gov/mdot/civilrights/dbe.htm

For additional information and guidance contact:

Civil Rights Office at (207) 624-3066

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

Vendor Registration

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Task Order Landscaping and Hydro-seeding Services 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 March 4, 2020 and at that time and place, publicly opened and read. Bids will be accepted from all landscape contractors with appropriate insurance and licenses, and no prequalification will be required.

Location: Statewide. Bids may be made for any or all of five (5) MaineDOT regions.

Outline of Work: Landscape services and other incidental work.

The list of Items provided in this Contract Package are estimated quantities only and provided for determination of low bidder. There shall be no guarantee of a minimum or maximum amount of work under this subsequent Task Order Contract. Work will be ordered on an as needed basis. The Department will only pay for actual items installed at cost per unit prices. A Two- Year Establishment Period shall be incidental to the 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 **Larry Johannesman** 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.

There are no plan drawings for this Task Order Contract work. Specifications and bid forms may be seen at the any of the MaineDOT Regional Offices, or at the MaineDOT building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book $10 ($13 by mail), Single Sheets $2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department. **No Bid Bond, Performance Bond, or Maintenance Bonds shall be required. A contractor may bid on any or all Regions.**

This Contract is subject to all applicable Federal and State 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, November 2014 Edition*, price $10 [$15 by mail], and *Standard Details, November 2014 Edition*, price $10 [$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. *Standard Detail* updates can be found at http://www.maine.gov/mdot/contractors/publications/ .

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

Augusta, Maine
February 12, 2020



Joyce Noel Taylor

JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

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)

Item No	**Schedule of Items Item Description**	Qty.	Unit	**Region 1** Unit Cost	Region 1 Total	**Region 2** Unit Cost	Region 2 Total	**Region 3** Unit Cost	Region 3 Total	**Region 4** Unit Cost	Region 4 Total	**Region 5** Unit Cost	Region 5 Total
304.09	Aggregate Base Course- crushed Type A	5	CY										
411.131	6" Compacted stone dust gravel base	200	SF										
609.11	Vertical Curb Type I	200	LF										
613.319	Erosion Control Blanket	10	SY										
615.07	Loam	10	CY										
616.08	Sod	100	SY										
617.35	Compost	5	CY										
618.13	Seeding Method Number 1	10	1,000 SF										
618.14	Seeding Method Number 2	20	1,000 SF										
618.141	Seeding Method Number 3	10	1,000 SF										
619.1201	Cellulose Fiber Hydroseed Mulch	10	1,000 SF										
619.1301	Bark Mulch	10	CY										
619.1401	Erosion Control Mulch	10	CY										
621.014	Evergreen Trees 18” – 24” Gr A	24	Each										
621.025	Evergreen Trees 3’- 4’ B&B Gr A	10	Each										
621.026	Evergreen Trees 3’- 4’ B&B Gr B	10	Each										
621.031	Evergreen Trees 4’- 5’ B&B Gr A	10	Each										
621.032	Evergreen Trees 4’- 5’ B&B Gr B	10	Each										
621.037	Evergreen Trees 5’- 6’ B&B Gr A	10	Each										
621.038	Evergreen Trees 5’- 6’ B&B Gr B	10	Each										
621.039	Evergreen Trees 5’- 6’ B&B Gr C	10	Each										
621.043	Evergreen Trees 6’- 8’ B&B Gr A	10	Each										
621.044	Evergreen Trees 6’- 8’ B&B Gr B	10	Each										
621.045	Evergreen Trees 6’- 8’ B&B Gr C	10	Each										
621.046	Evergreen Trees 8’- 10’ B&B Gr A	10	Each										
621.047	Evergreen Trees 8’- 10’ B&B Gr B	10	Each										
621.048	Evergreen Trees 8’- 10’ B&B Gr C	10	Each										
621.101	Plug/starter plant 2”cont. 6” min.	50	Each										
621.122	Small Decid Trees 5’- 6’multi Gr C	1	Each										
621.127	Small Decid Trees 6’- 8’ Gr B	10	Each										
621.184	Med Decid Trees 8’-10’multi Gr A	3	Each										
621.202	Med Decid Trees 2”-2 ½ ”cal B&B Gr B	3	Each										
621.247	Lg. Decid Trees 4’-5’ Gr A	3	Each										
621.249	Lg. Decid Trees 6’-8’ Gr A	3	Each										
621.255	Lg. Decid Trees 8’-10’ Gr A	3	Each										
621.267	Lg. Decid Trees 1¾ ”- 2 cal Gr A	3	Each										
621.273	Lg. Decid Trees 2 - 2½ ” cal B&B Gr A	6	Each										

Item No	**Schedule of Items Item Description**	Qty.	Unit	**Region 1** Unit Cost	Region 1 Total	**Region 2** Unit Cost	Region 2 Total	**Region 3** Unit Cost	Region 3 Total	**Region 4** Unit Cost	Region 4 Total	**Region 5** Unit Cost	Region 5 Total
621.279	Lg. Decid Trees 2½ -3" cal B&B Gr A	6	Each										
621.285	Lg. Decid Trees 3 - 3½" cal B&B Gr A	3	Each										
621.291	Lg. Decid Trees 3½ - 4" cal B&B Gr A	3	Each										
621.297	Lg. Decid Trees 4 - 4½" cal B&B Gr A	1	Each										
621.389	Evergreen Shrubs 15"-18" cont. Gr B	10	Each										
621.396	Evergreen Shrubs 18" -24" Gr B	10	Each										
621.397	Evergreen Shrubs 18"- 24" Gr C	10	Each										
621.401	Evergreen Shrubs 2'- 2 ½' Group A	10	Each										
621.402	Evergreen Shrubs 2'- 2 ½' cont. Gr B	10	Each										
621.404	Evergreen Shrubs 3'- 4' Group C	10	Each										
621.487	Broadleaf Evergreens 18"-24"Gr A	10	Each										
621.498	Broadleaf Evergreens 2½ '-3'Gr A	10	Each										
621.51	Decid Shrubs 15"-18" . Group A	10	Each										
621.54	Decid Shrubs 18"-24" Group A	10	Each										
621.546	Decid Shrubs 2'-3' Group A	10	Each										
621.552	Decid Shrubs 3'-4' Group A	10	Each										
621.558	Decid Shrubs 4'-5' Group A	10	Each										
621.559	Decid Shrubs 4'-5' Group B	5	Each										
621.654	Vines 12" - 15" Group A	1	Each										
621.661	Vines 18" - 24" Group C	1	Each										
621.71	Perennials & Groundcovers 1gal. Group A	20	Each										
621.711	Perennials 1 gal. Group B	20	Each										
621.713	Perennials & Groundcovers 1 Quart cont.	20	Each										
629.05	Hand Labor, Straight Time	24	HR										
631.08	Generator	1	LS										
631.12	Excavator and operator	8	HR										
631.122	Mini-excavator and operator	8	HR										
631.133	Skid Steer/Bobcat and operator	8	HR										
631.18	Chainsaw Rental	1	LS										
631.2	Stump Grinder Rental	1	LS										
631.111	Hammer Drill Rental	1	LS										
642.19	Granite Post	2	Each										
659.101	Mobilization (Lump Sum)	1	LS										
890.02	Supplemental Landscape Materials	1	LS	*No Bid*	*0.00*	*No Bid*	*0.00*	*No Bid*	*0.00*	*No Bid*	*0.00*	*No Bid*	*0.00*
		Totals											

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, Various WIN's, for Landscaping Services in the State of Maine. The Work includes landscaping services and warranty (2 year establishment period) 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 the date noted in the Task Order. Work on all Task Orders issued under this contract must be completed by **December 31, 2020.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition.

C. Price.

The unit prices and estimated quantities given in the Schedules of Items of the Bid Package will be used as the basis for determining the low bidders. Prices of actual work ordered will be based on the unit prices of the successful low bidders and the quantities of items ordered by the Department by written Task Orders.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details, November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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, November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the contract requirements, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, and Contract Agreement; for Landscaping Services in the 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 or provide the whole of the Work in strict accordance with the terms and conditions of

this Contract at the unit prices in the attached "Schedules of Items" at the quantities given in the individual Task Orders.

The Offeror agrees to perform the work required at the unit prices specified above and in accordance with the bids provided in the attached "Schedules of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance 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 "Schedules of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: If the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract, the bid may be rejected by the Department.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in 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 executes 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 for (see checked boxes) at the cost per unit prices as outlined in the corresponding "Schedule of Items".

Region 1 – Landscape Task Order ❑

Region 2 – Landscape Task Order ❑

Region 3 – Landscape Task Order ❑

Region 4 – Landscape Task Order ❑

Region 5 – Landscape Task Order ❑

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Bruce A. Van Note, Commissioner
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, Various WIN's, for Landscaping Services in the State of Maine. The Work includes landscaping services and warranty (2 year establishment period) 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 the date noted in the Task Order. Work on all Task Orders issued under this contract must be completed by **December 31, 2020.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition.

C. Price.

The unit prices and estimated quantities given in the Schedules of Items of the Bid Package will be used as the basis for determining the low bidders. Prices of actual work ordered will be based on the unit prices of the successful low bidders and the quantities of items ordered by the Department by written Task Orders.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details, November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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, November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the contract requirements, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, and Contract Agreement; for Landscaping Services in the 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 or provide the whole of the Work in strict accordance with the terms and conditions of

this Contract at the unit prices in the attached "Schedules of Items" at the quantities given in the individual Task Orders.

The Offeror agrees to perform the work required at the unit prices specified above and in accordance with the bids provided in the attached "Schedules of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance 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 "Schedules of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: If the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract, the bid may be rejected by the Department.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in 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 executes 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 for (see checked boxes) at the cost per unit prices as outlined in the corresponding "Schedule of Items".

Region 1 – Landscape Task Order ❑

Region 2 – Landscape Task Order ❑

Region 3 – Landscape Task Order ❑

Region 4 – Landscape Task Order ❑

Region 5 – Landscape Task Order ❑

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Bruce A.Van Note, Commissioner
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and **Contractor ABC INC.**
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **ABC Street, ABC, Maine**

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, Various PIN's, for Landscaping Services in the State of Maine. The Work includes landscaping services and warranty (2 year establishment period) 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 the date noted in the Task Order. Work on all Task Orders issued under this contract must be completed by **December 31, 2020** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 edition.

SAMPLE

C. Price.

The unit prices and estimated quantities given in the Schedules of Items of the Bid Package will be used as the basis for determining the low bidders. Prices of actual work ordered will be based on the unit prices of the successful low bidders and the quantities of items ordered by the Department by written Task Orders.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details 2014 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 Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the contract requirements, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, and Contract Agreement; for Landscaping Services in the 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 or provide the whole of the Work in strict accordance with the terms and

SAMPLE

conditions of this Contract at the unit prices in the attached "Schedules of Items" at the quantities given in the individual Task Orders.

The Offeror agrees to perform the work required at the unit prices specified above and in accordance with the bids provided in the attached "Schedules of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance 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 "Schedules of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: If the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract, the bid may be rejected by the Department.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in 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.

SAMPLE

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes 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 for (see checked boxes) at the cost per unit prices as outlined in the corresponding "Schedule of Items".

Region 1 – Landscape Task Order ❑

Region 2 – Landscape Task Order ❑

Region 3 – Landscape Task Order ❑

Region 4 – Landscape Task Order ❑

Region 5 – Landscape Task Order ❑

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date	By: Bruce A. Van Note, Commissioner
Witness	

SAMPLE

SPECIAL PROVISION
SECTION 102.7
Delivery of Bids

There is an electronic "worksheet" (Excel spreadsheet) generated from the contract Book's Schedule of Items that can be used by the bidders (not required) as a convenience. This worksheet can be found at this Contract's webpage under the name "Workable Schedule of Items Spreadsheet". The Department is not responsible for errors anywhere in the spreadsheet or miscalculations; Bidders are solely responsible for their final bids.

Electronic media in any form will NOT be accepted as a bid or any part thereof. All bids Must be submitted on the paper forms provided by the Department or identical copies Thereof. The Contractor may **print** the "Workable Schedule of Items Spreadsheet" after they have filled it out and submit with their bid as the Schedule of Items.

MAINE DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL INFORMATION

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1. Basic Information

Name of Contractor:_____
[Same as on Cover Page of This Form]
Contact Person(s):_____
Telephone No.: _____Fax No.: _____E-Mail:_____
Address:_____
_____
Federal Tax ID No.:_____

2. Organizational Structure & History

3.1 The Contractor is duly organized under the laws of the State of_____.

3.2 The Contractor has the following organizational structure.
( ) individual ( ) corporation ( ) partnership
( ) limited liability company ( ) joint venture ( ) *other:* _____

3.3 Please provide the year the Contractor (and not any Predecessor Entities or Related Entities) was organized.

3.4 If organized in any state other than Maine or in a foreign country, are you in compliance with all laws and regulations necessary to legally do business in the State of Maine? (Example: filings with the Maine Secretary of State.)oYES oNO

3. Owners and Officers

4.1 Please list the name, address, percentage of ownership, and officer title of all persons or entities owning 10% or more of the Contractor, in descending order of percentage or ownership.

Owner	Address	% Ownership	Officer Title

4. Licensure and Experience

5.1 Licensure and Certifications. Please list all relevant licenses and certifications below including pesticide, arboriculture, nurseryman and/or landscaping. Include state of licensure or the organization issuing certification, as applicable, and year acquired.

_____
_____
_____
_____
_____

5.2 Summary of Contractor Experience. List the last (5) most significant projects completed by your firm and describe roles as prime contractor or as a subcontractor with primary responsibilities.

5.3 Termination/Defaults/Incomplete or Late Work

(a) Within the last five years, has a contract of the Contractor been terminated or suspended for cause? oYES oNO

(b) Within the last five years, has the Contractor been considered in default of a contract that was not cured within the time frame allowed by the contract?oYES oNO

(c) Within the last five years, has another party completed the Work which the Contractor was originally responsible to perform?oYES oNO

(d) Within the last five years, has the Contractor had liquidated damages assessed against it? oYES oNO

If the answer to any of the questions 5.3 (a) - (d) is ***YES***, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

5.4 Denial of Right To Bid/Denial of Award.

(a) Within the last five years, has any federal, state or local government or procurement agency denied the Contractor the right to bid on work?oYES oNO

(b) Within the last five years, has any federal, state or local government or procurement agency, after the Contractor submitted the apparent low bid, refused to award a contract for reasons related to the Contractor's qualifications, experience, competence or financial situation?oYES oNO

If the answer to either of question 5.4(a) or (b) is ***YES***, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

5.5 Bid or Other Crimes. Within the last ten years, has the Contractor ever been indicted on, convicted of, or plead or consented to a violation of a bid crime including bid collusion or any other crime involving fraud or knowing misrepresentation?oYES oNO

If ***YES***, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

6. Bonding Capability

6.1 Is the Contractor capable of obtaining a performance bond and a payment bond each in the amount of the bid prices that the Contractor will be submitting to the Department? oYES oNO

7. Safety

7.1 Has the Contractor had any accidents in the past three years that caused any fatalities, lost workdays or restricted workdays?oYES oNO

7.2 Has the Contractor had any accidents in the past three years that caused over $25,000 in property damage?oYES oNO

If the answer to either questions 7.1 or 7.2 is ***YES***, please provide a full details of each such accident on attached sheets. Please feel free to include a written summary of your position on the matter.

8. Environmental and Civil Rights Information

8.1 Environmental Violations. Within the last five years, has the Contractor been found to be in violation of any federal, state or local environmental law or regulation in an administrative, civil or criminal proceeding in which the fact finder found that the Contractor intentionally or knowingly committed the violation and/or failed to comply after having been notified of the violation? oYES oNO

If ***YES***, please provide full details, including a summary of your position, on attached sheets.

8.2 Civil Rights Violations. Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) had any findings and/or rulings of sexual harassment, discrimination, or other civil rights violations against it?oYES oNO

If ***YES***, please provide full details, including a summary of your position, on attached sheets.

9. Signature and Certifications

By signing below, the person signing below hereby certifies that:

1. I have personal knowledge of all the information contained in this form or I am responsible for the accuracy of all such information.

2. The information contained in this Application is true, accurate and complete.

3. I hereby authorize the Department to contact any person or entity necessary to verify or supplement any of the information requested by or provided in this Application without liability, and I hereby further authorize any person or entity contacted to provide any and all information requested without liability.

4. I am duly authorized to sign this form on behalf of the Contractor.

_____CONTRACTOR
Date

_____
Witness [Signature]

By:_____
[Name and Title Printed]

General Notes

1. All work performed under this contract shall be governed by and conform to the **State of Maine Department of Transportation Standard Specifications** November 2014 Edition and **Standard Details** November 2014 Edition as modified by the plans or Task Order process**:** http://maine.gov/mdot/contractors/publications/standardspec/
2. All plant materials shall meet or exceed American Standard for Nursery Stock (ANSI Z60.1-2004) ANLA, American Nursery & Landscape Association**:** **http://www.nj.gov/agriculture/divisions/pi/pdf/jgstandards.pdf**
3. Note there are updates to fertilizer and seed specifications November, 2014.
4. Note: Bid Unit Prices may be entered into the formatted spread sheet for paper submittal. All bids must be submitted in printed paper format only. Item 890.02 does not require a bid amount (See Special Provision **Section 890**).
5. The low bid Contractors to be awarded contracts will be asked to furnish Excel spreadsheets to the Department electronically as part of the Contract Award process.
6. Upon notification of a work order the contractor must agree to a proposed schedule within 7 days or the work may fall to the next successful bidder.
7. If plant materials are not available and a substitution cannot be agreed upon the work may fall to the next successful bidder
8. Cellulose fiber hydroseeding mulch may be called for under and paid as 619.1201 as directed by the Department.
9. Contractors should be aware that proper identification will be a critical requirement for certain mitigation species, particularly *Alnus incana ssp. rugosa* (Speckled Alder).
10. The contractor shall confirm the location of all utilities on the project site prior to beginning construction. Call Dig Safe 1-800-225-4977.
11. The contractor shall not have an onsite storage or staging area.
12. The contractor shall be a Landscape Contractor with appropriate licenses for Landscape work; no prequalification will be required.
13. The contractor shall dispose of all debris in accordance with state and federal regulations.
14. This work will be scheduled with the MaineDOT Landscape Architect to provide on-site supervision and inspection.
15. Any damage to existing structures, guardrail, drainage ways and/or slopes caused by the contractor's equipment, personnel or operation shall be repaired to the satisfaction of the Resident Engineer. All work, equipment and materials required to make repairs shall be at the contractor's expense.
16. Traffic safety and Signage requirements shall be diligently maintained.
17. Certified payroll shall be submitted with invoices for work. Invoices submitted without certified payroll will not be processed.

General Outline of Work
Landscape Planting & Related Landscape Services

Scope of Work: This work shall include but is not limited to installation of plant material(s), hydroseeding, and miscellaneous landscaping services adjacent to roadsides other MaineDOT facilities, or on other MaineDOT related projects. This work shall be completed according to Agreement, Special Provisions, and **Maine Department of Transportation, Standard Specifications**, November 2014; and **ANLA *American Standard for Nursery Stock*** ANSI Z60.1-2004.

State of Maine, Department of Transportation, Standard Specifications, Revision of November, 2014 can be found at**:**

http://maine.gov/mdot/contractors/publications/standardspec/

ANLA Standards are viewable through**:**

http://www.nj.gov/agriculture/divisions/pi/pdf/jgstandards.pdf

The execution of the contract shall start within a reasonable time after the contract is signed and upon notification by the Department. All work will be as requested by the Department. Contractor will commence within 30 working days of a request by the Department.

Traffic Control shall be incidental to the price of items. All traffic control devices shall conform to the requirements of Part VI of the latest edition of the MUTCD, and NCHRP 350 guidelines. All signs shall be fabricated with high intensity retroreflective sheeting conforming to Section 719.01. All barricades, drums, and vertical panel markers shall be fabricated with high intensity orange and white retroreflective sheeting conforming to Section 719.01. The Contractor will supply cones, which shall be a minimum of 28" high, orange in color with 2 reflective bands at least 4" wide, as directed by the engineer. All of the Contractor's vehicles used for this contract shall be equipped with a minimum of 1 high intensity rotating or strobe light plainly visible from the front and the rear. The lens shall be clear amber glass. The bulb shall be a minimum of 1,000,000 candlepower. The light ray shall sweep at a rate of 60 flashes per minute over a 360-degree area. This signal system shall be in operation continuously while the vehicle is on any part of the travel lanes, ramps, or shoulders.

The MaineDOT Landscape Architect or their designee will be available to inspect plant materials and stake the location of plant materials at the time of planting. The contractor shall provide 48 hours notice.

The Two-year Landscape Establishment period shall be incidental to the price. No maintenance bond will be required.

All perennials and shrubs shall be in mulched beds unless otherwise directed by the Resident Engineer. Plants shall have the following spacing**:**

- **1.5' o.c.:** Items 621.713
- **2' o.c.:** Items 621.710, 621.711
- **3' o.c.:** Items 621.389, 621.487, 621.510
- **4' o.c.:** Items 621.396, 621.397, 621.487, 621.541
- **6' o.c.:** Items 621.401, 621.402, 621.404, 621.498, 621.541,621.546, 621.552, 621.558, 621.559

The following list of typical plant Items is for bidding purposes only. This list may include actual Items to be specified but is in no way inclusive of all potential items. There shall be no guarantee of any minimum number of Items. The Department will only pay for actual Items installed.

Landscape Services Plant Materials Typical Items

621.014	Evergreen Trees 18" - 24" cont. Group A White Pine, Scotch Pine, Red Pine, Balsam Fir, Norway Spruce *(Pinus strobus, P. sylvestris, P. resinosa, Abies balsamea, Picea abies*
621.025	Evergreen Trees 3'- 4' B&B Group A White Pine, Red Pine, Arborvitae, White Spruce, *(Pinus strobus, Pinus resinosa, Picea glauca, Thuja)*
621.026	Evergreen Trees 3'- 4' B&B Group B Norway Spruce, Colorado Spruce, Balsam Fir *(Picea abies, Picea pungens , Abies balsamea)*
621.031	Evergreen Trees 4'- 5' B&B Group A White Pine, Red Pine, Arborvitae, White Spruce, *(Pinus strobus, Pinus resinosa, Picea glauca, Thuja)*
621.032	Evergreen Trees 4'- 5' B&B Group B Norway Spruce, Colorado Spruce, Balsam Fir *(Picea abies, Picea pungens , Abies balsamea)*
621.037	Evergreen Trees 5'- 6' B&B Group A White Pine, Red Pine, Arborvitae *(Pinus strobus, Pinus resinosa, Thuja)*
621.038	Evergreen Trees 5'- 6' B&B Group B Norway Spruce, Balsam Fir, Larch *(Picea abies, Abies balsamea, Larix decidua)*
621.039	Evergreen Trees 5'- 6' B&B Group C Colorado Blue Spruce, White Fir, Hemlock *(Picea pungens glauca, Abies concolor, Tsuga canadensis)*
621.043	Evergreen Trees 6'-8' B&B Group A White Pine, Red Pine, Arborvitae *(Pinus strobus, Pinus resinosa, Thuja)*
621.044	Evergreen Trees 6'- 8' B&B Group B Norway Spruce, White Fir, Balsam Fir *(Picea abies, Abies concolor, Abies balsamea)*
621.045	Evergreen Trees 6'- 8' B&B Group C Colorado Blue Spruce, White Fir, Hemlock *(Picea pungens glauca, Abies concolor, Abies balsamea)*
621.046	Evergreen Trees 8'-10' B&B Group A White Pine, Red Pine, Arborvitae *(Pinus strobus, Pinus resinosa, Thuja*
621.047	Evergreen Trees 8'- 10' B&B Group B Norway Spruce, White Fir, Balsam Fir *(Picea abies, Abies concolor, Abies balsamea)*
621.048	Evergreen Trees 8'- 10' B&B Group C Colorado Blue Spruce, White Fir, Hemlock *(Picea pungens glauca, Abies concolor, Tsuga canadensis)*
621.101	Plug/starter plant 2" cont. 6" min. Myrtle, Spurge, Redtwig Dogwood, Gray Dogwood, Arrowwood *(Vinca minor, Pachysandra, Cornus sericea, Cornus amomum, Viburnum dentatum)*

621.122 Small Deciduous Trees 5’- 6’ multistem/Specimen Group C
Cultivar Birch, Cultivar Shadblow, Kousa Dogwood, Magnolia
(Betula ssp, Amelanchier cultivar, Cornus kousa, Magnolia ssp. cvs.)

621.127 Small Deciduous Trees 6’- 8’cont. Group B
River Birch, Crabapple, Serviceberry

621.184 Med Deciduous Trees 8’ -10’ multistem Group A
Amelanchier, River Birch, Paper Birch, Red Maple
(Amelanchier, Betula nigra, Betula papyrifera, Acer rubrum

621.202 Med Deciduous Trees 2”- 2 ½ ” cal B&B Group B
Ornamental Pear vars, Crabapple, Amur Maple, Japanese Tree Lilac, Hawthorne
(Pyrus calleryana vars., Malus ssp, Syringa reticulate, Crataegus ssp.)

621.247 Lg. Deciduous Trees 4’- 5’ cont. Group A
Red maple, Sugar Maple, Birch, Ash, Pin Oak
(*Acer rubrum, Acer saccharum, Betula, Fraxinus, Quercus palustris)*

621.249 Lg. Deciduous Trees 6’- 8’ cont. Group A
Red Maple, Sugar Maple and vars, Pin Oak, Birch
(Acer rubrum, Acer saccharum, Quercus palustris, Betula,)

621.255 Lg. Deciduous Trees 8’-10’ cont. Group A
Red Maple vars., Sugar Maple vars., Pin Oak, Birch
(Acer rubrum, Acer saccharum, Quercus palustris, Betula,)

621.267 Lg. Deciduous Trees 1 3/4”-2.0” cal B&B Group A
Red Maple vars, Sugar Maple vars., Pin Oak,
(Acer rubrum, Acer saccharum, Quercus palustris)

621.273 Large Deciduous Trees 2”-2.5” cal B&B Group A
Red Maple vars., Sugar Maple vars., Pin Oak
(Acer rubrum, Acer saccharum, Quercus palustris)

621.279 Large Deciduous Trees 2.5” - 3” cal B&B Group A
Red Maple vars., Sugar Maple vars., Pin Oak
(Acer rubrum, Acer saccharum, Quercus palustris)

621.285 Large Deciduous Trees 3” - 3 ½ ” cal. B&B Group A
Red Maple vars., Sugar Maple vars, Pin Oak,
(Acer rubrum, Acer saccharum, Quercus palustris)

621.291 Large Deciduous Trees 3½ - 4” cal. B&B Gr A
Red Maple vars., Sugar Maple vars, Pin Oak,
(Acer rubrum, Acer saccharum, Quercus palustris)

621.297 Large Deciduous Trees 4” – 4 1/2” cal B&B Group A
Red Maple vars., Sugar Maple vars., Pin Oak

621.389 Evergreen Shrubs 15”-18” cont. Group B
Junipers, Spreading Yews *(Juniperus vars., Taxus vars.)*

621.396 Evergreen Shrubs 18”- 24” cont. Group B
Junipers, Spreading Yews, Mugho Pine
(Juniperus vars., Taxus vars, Pinus mugo mugo)

621.397 Evergreen Shrubs 18”- 24”cont. Group C
Bird’s Nest Spruce, Alberta Spruce
(Picea abies nidiformis, Picea glauca conica)

621.401 Evergreen Shrubs 2 - 2.5’ cont. Group A
Prostrate Juniper vars, Mugho Pine
(Juniperus horizontalis vars., Pinus mugo mugo)

621.402 Evergreen Shrubs 2 - 2.5’ cont. Group B
Upright juniper vars, Yew vars. (Juniperus vars., *Taxus vars)*

621.404	Evergreen Shrubs 3’- 4’ cont. Group C Bird’s Nest Spruce,Yews *(Picea abies nidiformis, Taxus vars)*
621.487	Broadleaf Evergreens 18”- 24” cont. Group B PJM Rhododendron, Rhododendron Hybrids, Andromeda vars. *(Rhododendron ssp., Pieris japonica)*
621.498	Broadleaf Evergreens 2.5’- 3’cont. or B&B Group A Rosebay Rhododendron, Catawba Rhododendron(*Rhododendron ssp.)*
621.51	Deciduous Shrubs 15” – 18” Group A Beach Rose *(Rosa rugosa), Forsythia*, Winterberry (*Ilex verticillata*), Privet *(Ligustrum amurense),* Mockorange *(Philadelphus), Potentilla*
621.54	Deciduous Shrubs 18” – 24” Group A Beach Rose *(Rosa rugosa), Forsythia*, Winterberry (*Ilex verticillata*), Privet *(Ligustrum amurense),* Mockorange *(Philadelphus), Potentilla*
621.546	Deciduous Shrubs 2’- 3’ cont. Group A Red Twig Dogwood *(Cornus sericea), Forsythia*, Beach Rose *(Rosa rugosa)* Winterberry (Ilex verticillata), Lilac *(Syringa), Viburnums*, Bayberry
621.552	Deciduous Shrubs 3’- 4’ cont. Group A Red Twig Dogwood *(Cornus sericea), Forsythia*, Winterberry (Ilex verticillata), Beach Rose *(Rosa rugosa),* Lilac *(Syringa), Viburnums,* Summersweet (*Clethra*), Bayberry (*Myrica pensylvanica), Hydrangea* Deciduous
621.558	Decid Shrubs 4’- 5’ cont. Group A Red Twig Dogwood (Cornus sericea), Forsythia, Winterberry (Ilex verticillata), Beach Rose (Rosa rugosa), Lilac (Syringa), Viburnums, Summersweet (Clethra), Bayberry (Myrica pensylvanica), Hydrangea
621.559	Decid Shrubs 4’-5’ B&B or cont. Group B Lilac cultivars (Syringa x. hybrid), Blueberry, Doublefile Viburnum, Shadbush, Witchhazel, Deciduous Azaleas, Fothergilla, Enkianthus
621.654	Vines 12”-15” Group A Hybrid clematis (Clematis x hybrida, C. paniculata)
621.661	Vines 18” – 24” Group B Climbing hydrangea (H. anomala petiolaris) Dutchmans Pipe (Aristolochia spp.)
621.71	Perennials 1 gal. Group A Hemerocallis fulva, Siberian Iris (Iris siberica), Coreopsis, Sedum, Phlox, Astilbe, Echinacea, Yarrow, Lupine, Rudbeckia
621.711	Perennials 1 gal. Group B Peony, Ornamental Grasses, Specialty Hosta, Daylily vars. Wintergreen, Trillium, Bunchberry, Hosta, Fern vars., Christmas Fern
621.713	Perennials & Groundcovers 1 Quart Group A Daylily, Iris, Wild Ginger, Sedum, Lady’s Mantle, Phlox, Wintergreen, Trillium, Bunchberry, Hosta, Astilbe, Echinacea, Yarrow, Lupine, Ferns

A Two-year establishment period is incidental to all planting in this contract and no maintenance bond shall be required.

Bid Proposal: Included in this bid package are Bid Proposal Forms for Landscape Services for Regions 1, 2, 3, 4, and 5. The Contractor may submit bids for any or all regions.

SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
(Basis of Award)

Individual bids are requested for each of the five (5) MaineDOT regions in the state. A Bidder is not required to bid all five (5) regions, and may bid on one or more than one region. A Notice of Award will be based on the lowest dollar total(s) submitted for the Schedule of Items for each region.

Separate contracts will be awarded to the three (3) Lowest Bidders for each region. The Department and these parties will enter into a Contract obligating successful bidders to perform work pursuant to Assignment Letters at prices listed in the Schedule of Items. The total dollar amount for the contract does not guarantee the Department will assign any work or work for the total contract amount.

Assigned work under these contracts will depend upon the needs of the Department and be in accordance with the following process.

The Department shall determine the lowest bidder for a proposed work Assignment Letter. The lowest bidder will have first option to perform the work. If for any reason the lowest bidder is unable to schedule the work within the time-frame requested by the Department, the Department shall contact the next lowest bidders in succession and based on scheduling determine which party will perform the assigned work. Once a low bidder and acceptable time frame to complete the work are determined an Assignment Letter will be sent to the lowest bidder. The Work described in this letter will become part of the Contract.

If a Contractor fails to work when required, does not perform work in a satisfactory manner, or fails to meet other contractual requirements, the Department may issue a written warning. If the Contractor fails to adhere to the warning the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may complete the work with its own forces, issue an Assignment Letter with the next lowest bidder for completion of the work, or use such other methods as in the opinion of the Department are required to complete the work. If a party under task order contract with the Department continually refuses Assignment Letter work their contract shall be subject to termination.

The accepted quantities will be paid for in accordance with the Standard Specifications.

Bid prices shall apply to both the Spring and Fall planting seasons, 2020.

Statewide Landscape Services
January 30, 2020

SPECIAL PROVISION
Section 107
TIME
(Contract Time)

The Contract shall start at time of signing.

The Contract shall be in effect until **December 31, 2020**

Statewide Landscaping Services

January 30, 2020

Special Provision

Section 112

(Default and termination)

The contractor is in Default of the Contract if the Contractor:

A. Fails to provide labor or Equipment specified in the Assignment Letter Or Contract,

B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure timely Completion of the Work.

C. Fails to perform Work when as authorized in the Assignment Letter.

Failure by the Contractor to perform the Work when required with the labor and Equipment specified in the Assignment Letter or to meet other contractual requirements Will result in the following actions:

1st Incident: If the Contractor does not take corrective action within one (1) hour upon receipt of verbal warning, the Department will issue a written warning and payment for mobilization will not be paid for that day.

2nd Incident: the Department may give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination.

If default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract.

In this event, the Department may complete the work with its own forces or enter into an Assignment Letter with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for to complete the Work.

SPECIAL PROVISION
Section 411
STONE DUST SURFACE COURSE

Description: This work shall consist of furnishing and installing Separation Geotextile and a 6"deep Stone Dust Surface Course in conformity with the lines, grades, design and dimensions shown on the plans, this Special Provision, the Standard Specifications, particularly Sections 620 and 722, and as directed by the Project Resident.

Materials: The Geotextile used at the base of the surface course shall meet the requirements of Separation Geotextile, Subsection 722.04 of the Standard Specifications.

Stone Dust shall be from a process operation and shall be composed of fragments of clean durable stone crushed to conform to the following U.S. Sieve gradation, with a sample to be approved by the Project Resident prior to installation.

Metric Sieve Size	U.S. Size	Percent Passing
9.5mm	3/8"	100
4.75mm	#4	96-100
2.36mm	#8	60-75
1.18mm	#16	32-55
0.30mm	#50	8-28
0.15mm	#100	3-15
0.075mm	#200	2-8

Construction Requirements: A 6" deep course of stone dust shall be installed over an approved geotextile construction fabric in accordance with Standard Specifications Subsection 620.03. The Stone Dust Surface Course shall be mechanically compacted with cleanly defined mechanically installed edges as directed by the project engineer.
Method of Measurement: Stone Dust Surface Course will be measured by the square foot of the top surface, in place.

Basis of Payment: The accepted quantity of Stone Dust Path will be paid for at the contract unit price per square meter, complete, free of any debris, and accepted in place. The unit price shall be full compensation for excavation, backfill, installation of geotextile fabric, and furnishing all materials, labor, equipment, and other incidentals necessary to complete the work.
Payment shall be made under:

Pay Item	Pay Unit
411.131 Stone Dust Surface Course	Square Foot

Statewide
Landscape Task Order
January 30, 2019

SPECIAL PROVISION
SECTION 617
Compost/Humus

Description: This item shall consist of supplying material per Item 717.09 Peat Humus as specified in the Standard Specifications, to be incorporated in conjunction with Item 615.07 Loam per direction of the Resident.

717.09 Compost/ Humus Organic Humus/Compost shall be an organic substance meeting the following:

Minimum organic matter shall be 35% as determined by loss on ignition.
Particle size shall be 100% less than 25 mm [1 in.].
Soluble salts shall be less than 4.0 mmhos/cm.
pH shall be between 4.5 and 9.0
Material shall be Stable (>5) as measured by the Dewar Self Heating Test

Organic humus may be a natural peat from sedge, sphagnum or reed origin, or a compost from source separated materials that may include leaf and yard trimmings, marine products, food scraps, food processing residues, manure and other agricultural residuals, or biosolids. Organic humus shall contain no visible admixture of refuse or other physical contaminates or any material toxic to plant growth.

Method of Measurement Compost will be measured by volume as cubic yard [cubic meter] upon delivery.

Basis of Payment The accepted quantities of loam will be paid for at the contract unit price per cubic yard [cubic meter] in place.

Payment will be made under:

Pay Item	Pay Unit
617.35 Compost	Cubic Yard

Statewide
Landscape Task Order
January 30, 2019

SPECIAL PROVISION
SECTION 631
Equipment Rental

631.01 Description: This item shall consist of furnishing and operating construction equipment as directed by the Resident.

631.02 General: Equipment used for work under this Special Provision shall conform to Section 631 of MaineDOT Standard Specifications and the following.

Equipment	Description	Requirements
631.08	Generator - Daily Rental	6000 watt Gasoline or diesel
631.111	Hammer drill & Bits - Daily Rental	Hand held electric
631.12	All Purpose Excavator	
631.122	Mini-Excavator	1700 lb 36" typ.
631.133	Skidsteer or Bobcat	min 46 hp 10 cubic foot bucket typ.
631.18	Chainsaw - Daily Rental	
631.20	Stump Chipper - Daily Rental	

631.07 Method of Measurement: Equipment rental for non-daily rental items shall be measured by the hour to the nearest ¼ -hour. Time spent moving to and from the site within the project limits and from beyond the project limits, servicing, maintaining, and changing attachments will not be measured for payment.

631.08 Basis of Payment: The accepted quantities of equipment rental will be paid for at the contract unit daily price or price per hour for each type of equipment used. Payment shall include operators, fuel, grease, oil and other incidentals necessary to operate the equipment. Payment for equipment rental will be based on experienced operators, familiar with the work being performed. Operators determined to be below normal acceptable standards of production or workmanship will be paid for at reduced hours as determined by the Resident.

Payment will be made under:

	Pay Item	Pay Unit
631.08	Generator - Daily Rental	Lump Sum [Day]
631.111	Hammer Drill & Bits Daily Rental	Lump Sum [Day]
631.18	Chainsaw - Daily Rental	Lump Sum [Day]
631.20	Stump Chipper - Daily Rental	Lump Sum [Day]

Statewide
Landscape Task Order
January 30, 2019

SPECIAL PROVISION
SECTION 642
Granite Post

Description: This item shall consist of supplying Granite Posts for installation of Special Signage as directed by the Resident.

Contractor shall receive and or pick-up and deliver to project site under terms of mobilization a Medium Gray fine textured granite post 6" x 6" x 7' granite post Finished two (2) sides split face and two (2) sides thermal with a split face top end surface.

A sample of the granite may be required by the Resident

Method of Measurement Granite posts shall be paid for after final inspection.

Basis of Payment The accepted quantities of granite post shall be paid for at the contract unit price per item [unit price].

Payment will be made under:

Pay Item		Pay Unit
642.19	Granite Post [Each]	Each

February 4, 2011
Supersedes February 27, 2003

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

Road work Next x Miles
Road work 500 Feet
End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx [1]
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

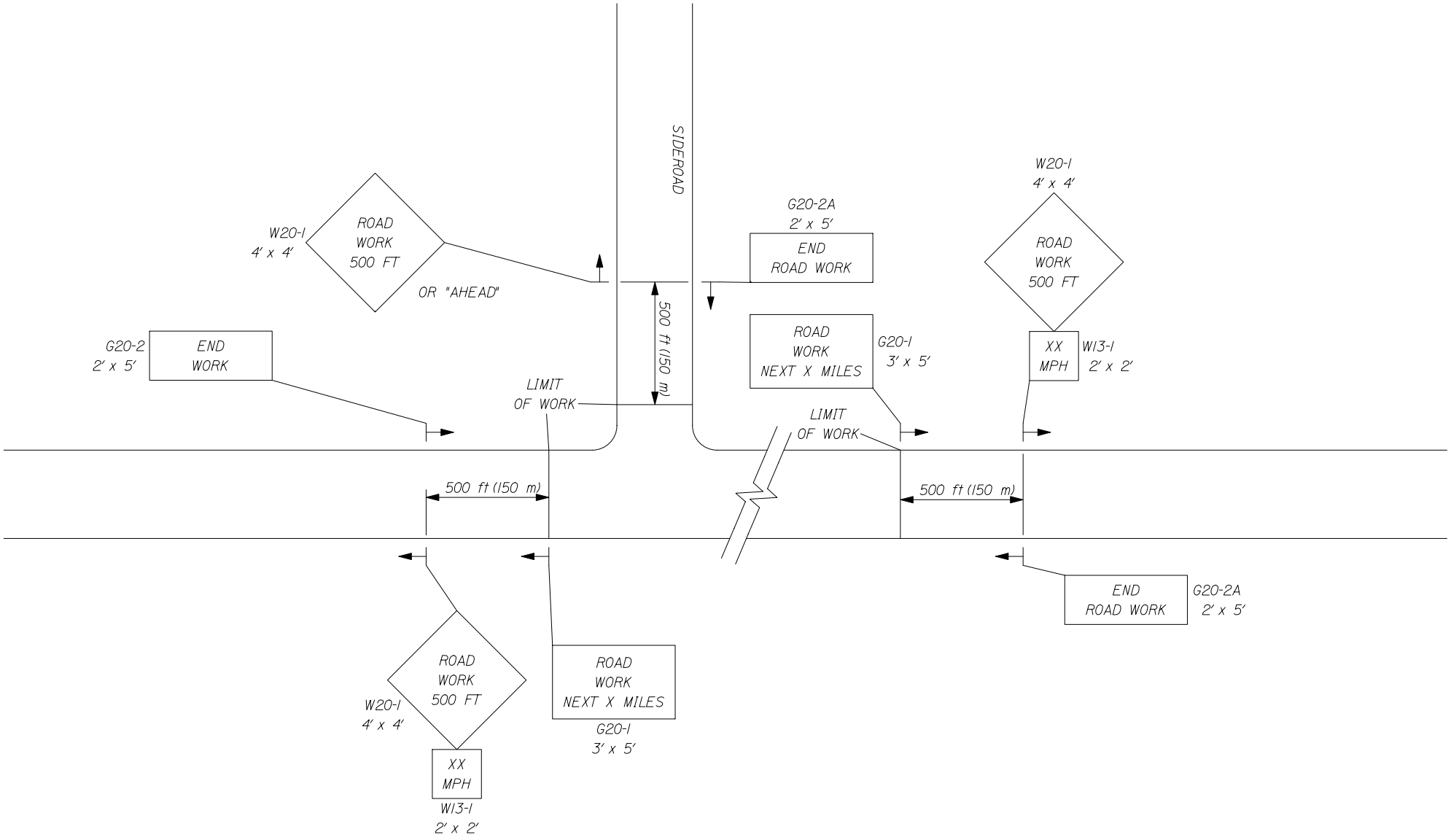
The above lists of Approach signs and Work Area signs are representative of the contract Requirements. Other sign legends may be required.

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. To encourage quality paving in warm-weather conditions, the length can be extended to 4,000 ft depending on the traffic impacts. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

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

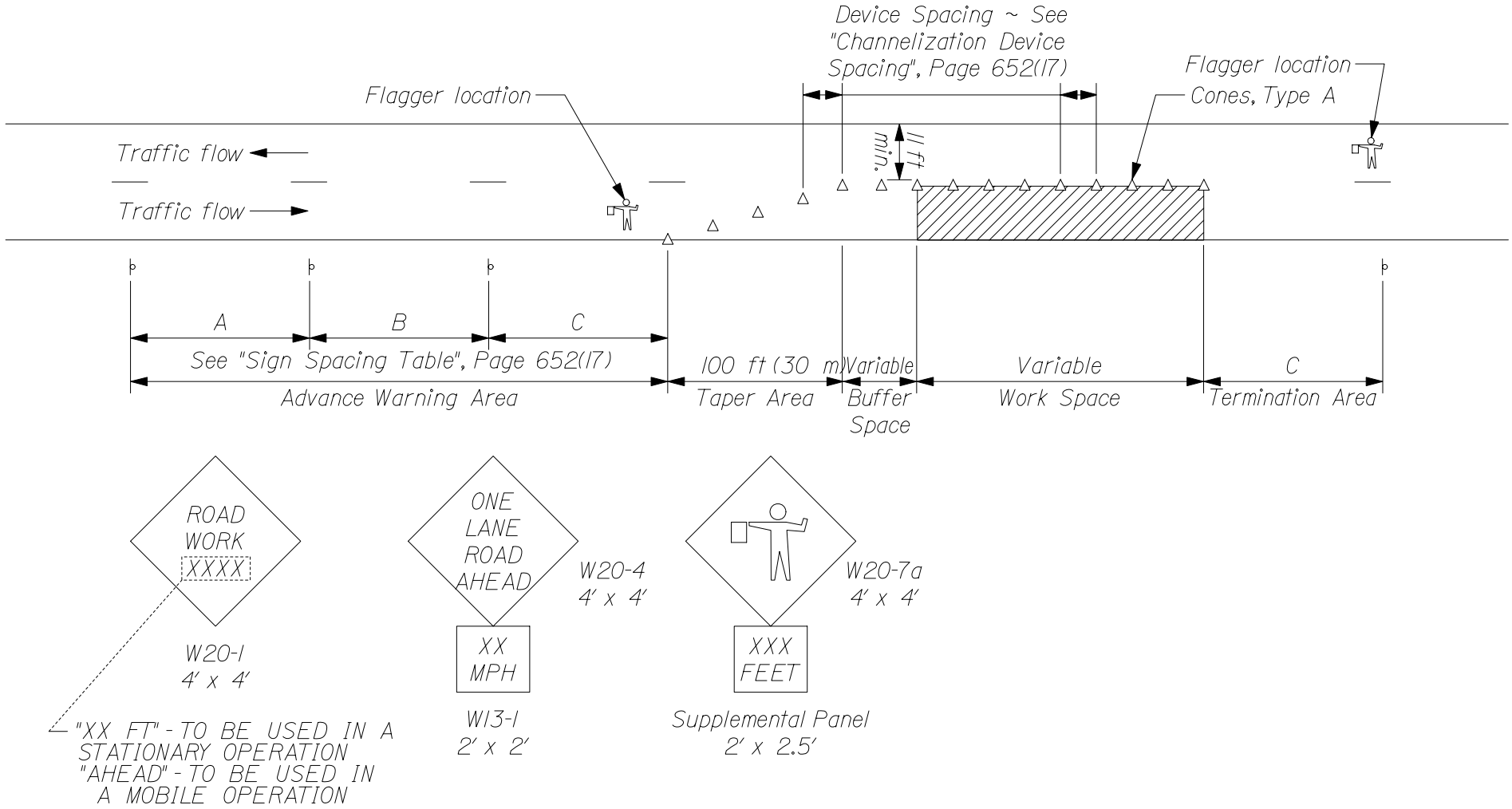
Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

[1] "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.



1 of 3

-- PROJECT APPROACH SIGNING --
TWO WAY TRAFFIC



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

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$L = \frac{WS^2}{60}$ $\quad (L = \frac{WS^2}{155})$

For speed limits of 45 mph (70 km/h) or greater:

$L = WS$ $\quad (L = \frac{WS}{1.6})$

* Formulas for L are as follows:

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

CHANNELIZATION DEVICE SPACING

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

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

GENERAL NOTES;

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

SUGGESTED BUFFER ZONE LENGTHS

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

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

Section 656 is to be deleted in its entirety and replaced with the following.

656.1 Project Specific Information

The following information and requirements apply specifically to this contract .

656.2 Responsibility of the Contractor

The scope of work for this project precludes the Contractor from submitting a Soil Erosion and Water Pollution Control Plan (SEWPCP)

The following items shall act as the (SEWPCP) Soil and Erosion Control Plan for this project:

1. All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control. This document is available at MDOT Publications, http://www.state.me.us/mdot/ or, http://www.maine.gov/mdot/env/envdocs.htm

2. All disturbed soil areas shall be permanently seeded and/or mulched within 24 hours of disturbance.

3. The Contractor must inspect and maintain all erosion controls for the duration of the project.

Any and all costs related to this Erosion and Sediment Control work shall be considered incidental to the contract work.

* * *

Statewide
Landscaping Services
January 30, 2019

SPECIAL PROVISION
(MOBILIZATION)
659

The contractor shall be paid for one (1) mobilization for each Assignment Letter for services to The Maine Department of Transportation for landscape services.

Pay Item	**Pay Unit**
659.101	Lump Sum

Statewide
Landscape Task Order
January 30, 2020

SPECIAL PROVISION
SECTION 890
Supplemental Landscape Materials

Description: The Item 890.02 shall be for purchasing supplemental materials as directed by the resident engineer to complete Landscape Task Order work under an Assignment Letter. A bid price is not required for this contract item.

Materials: The following list of landscape materials is not all inclusive and represents the types of materials that may be purchased under Item 890.02.

> Lumber, landscape timbers, masonry cement and sand, concrete blocks (CMU's), manufactured pavers, bricks, granite pieces, boulders, fence and fencing materials, miscellaneous hardware, signs and fencing materials.

Construction Requirements: The contractor shall get approval for cost of supplemental landscape materials by the Resident Engineer prior to purchase.

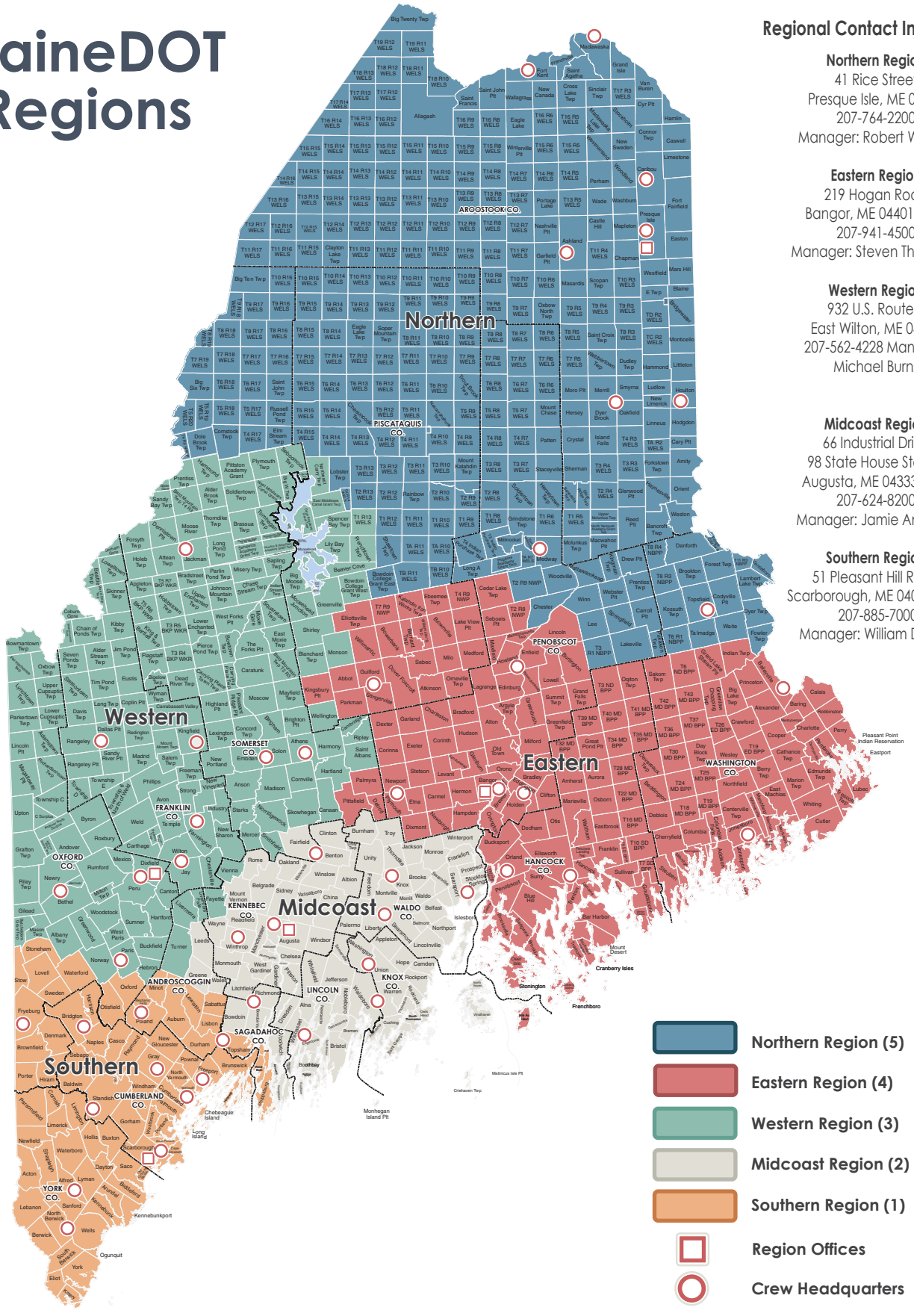
Method of Measurement: Payment will be based on the actual purchase price for materials plus a 15% contractor mark-up and paid as Lump Sum.

Basis of Payment: The contractor must submit receipts for materials purchased in addition to the invoice that includes the 15% mark-up.

Payment will be made under:

	Pay Item	Pay Unit
890.02	Supplemental Landscape Materials	Lump Sum [L.S.]

MaineDOT Regions



Regional Contact Information

Northern Region
41 Rice Street
Presque Isle, ME 04769
207-764-2200
Manager: Robert Watson

Eastern Region
219 Hogan Road
Bangor, ME 04401-5603
207-941-4500
Manager: Steven Thebarge

Western Region
932 U.S. Route 2
East Wilton, ME 04224
207-562-4228 Manager:
Michael Burns

Midcoast Region
66 Industrial Drive
98 State House Station
Augusta, ME 04333-0098
207-624-8200
Manager: Jamie Andrews

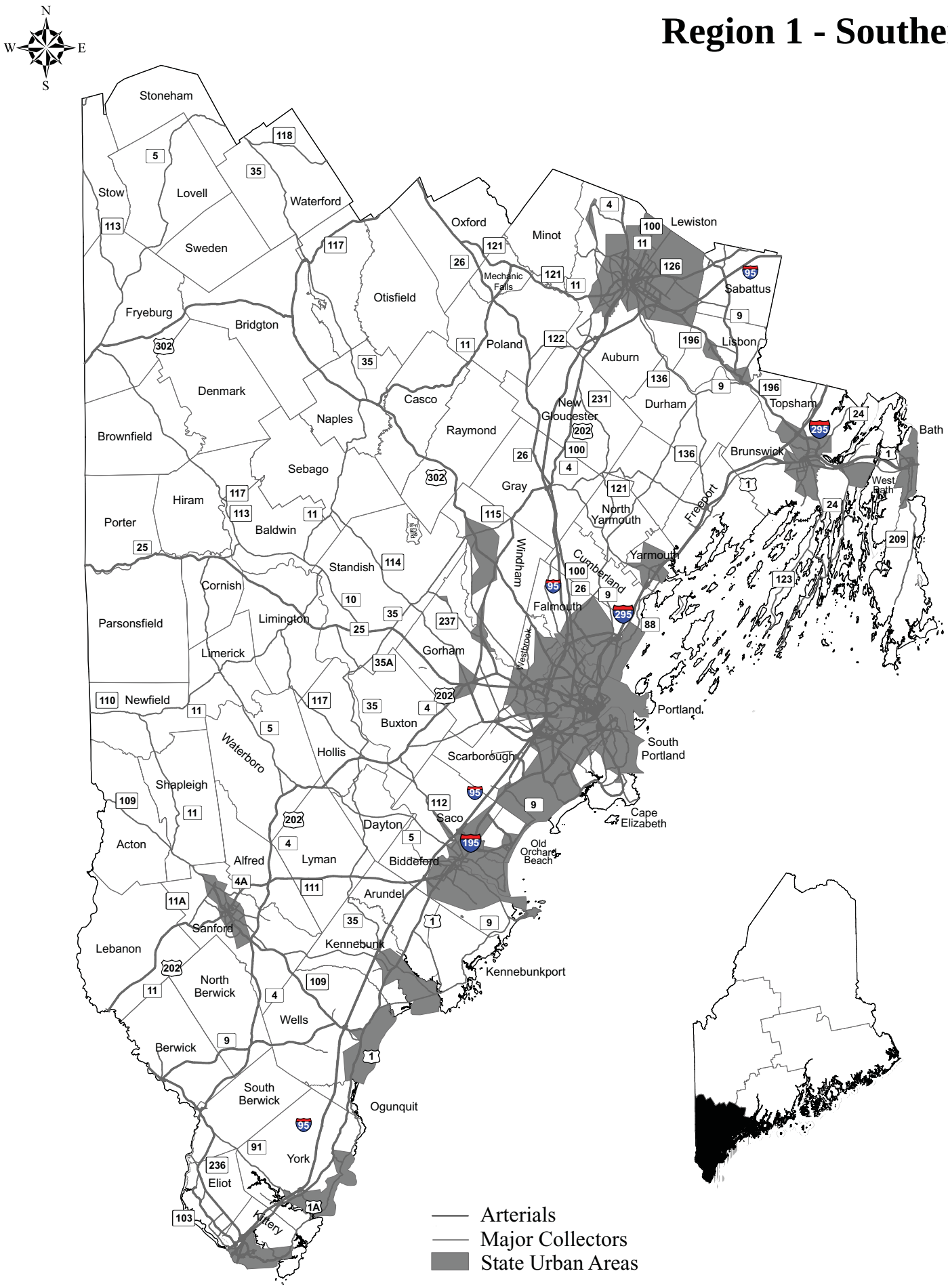
Southern Region
51 Pleasant Hill Road
Scarborough, ME 04070-0358
207-885-7000
Manager: William Doukas

Revised January 2018

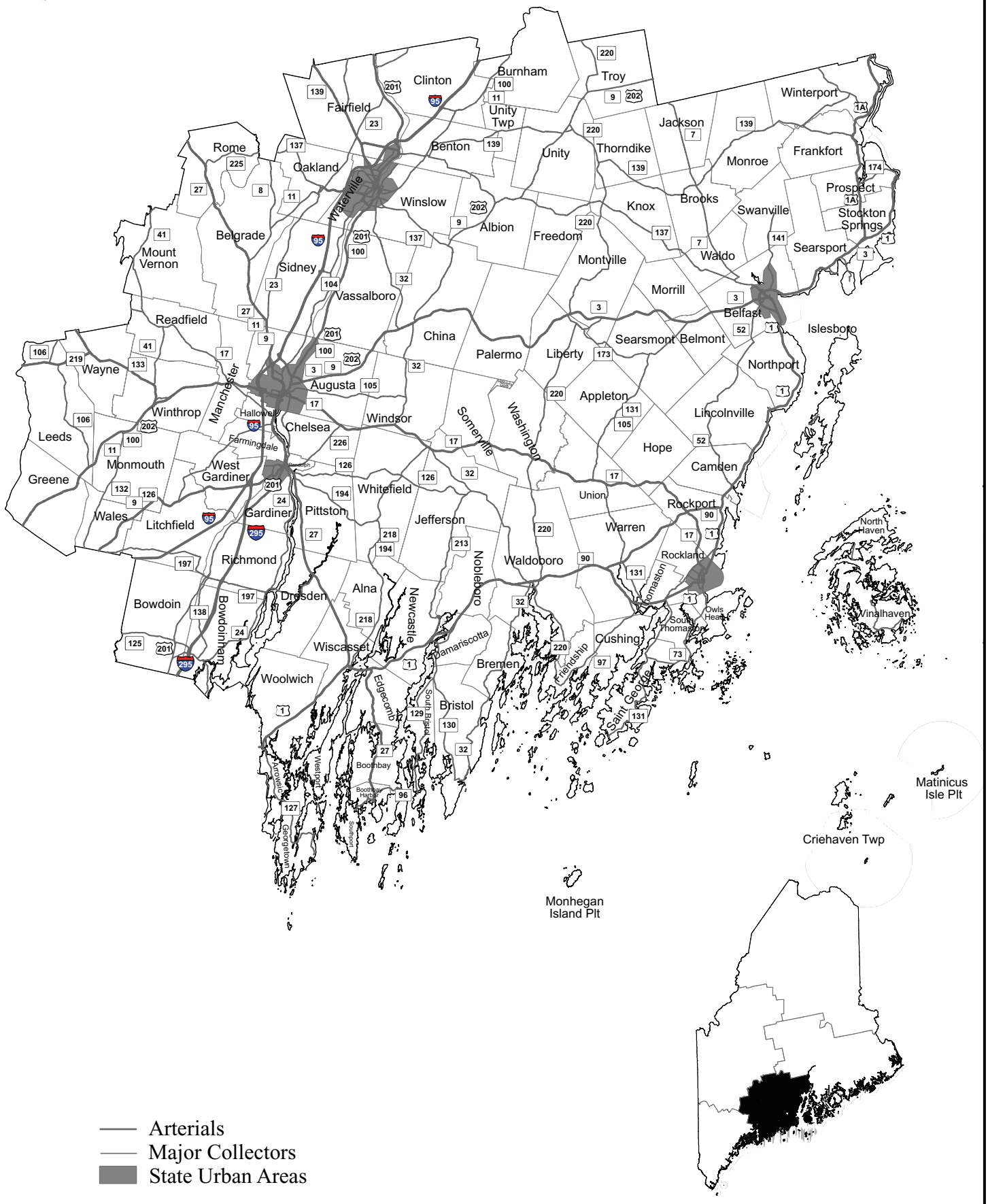
MaineDOT

1/2018/xx

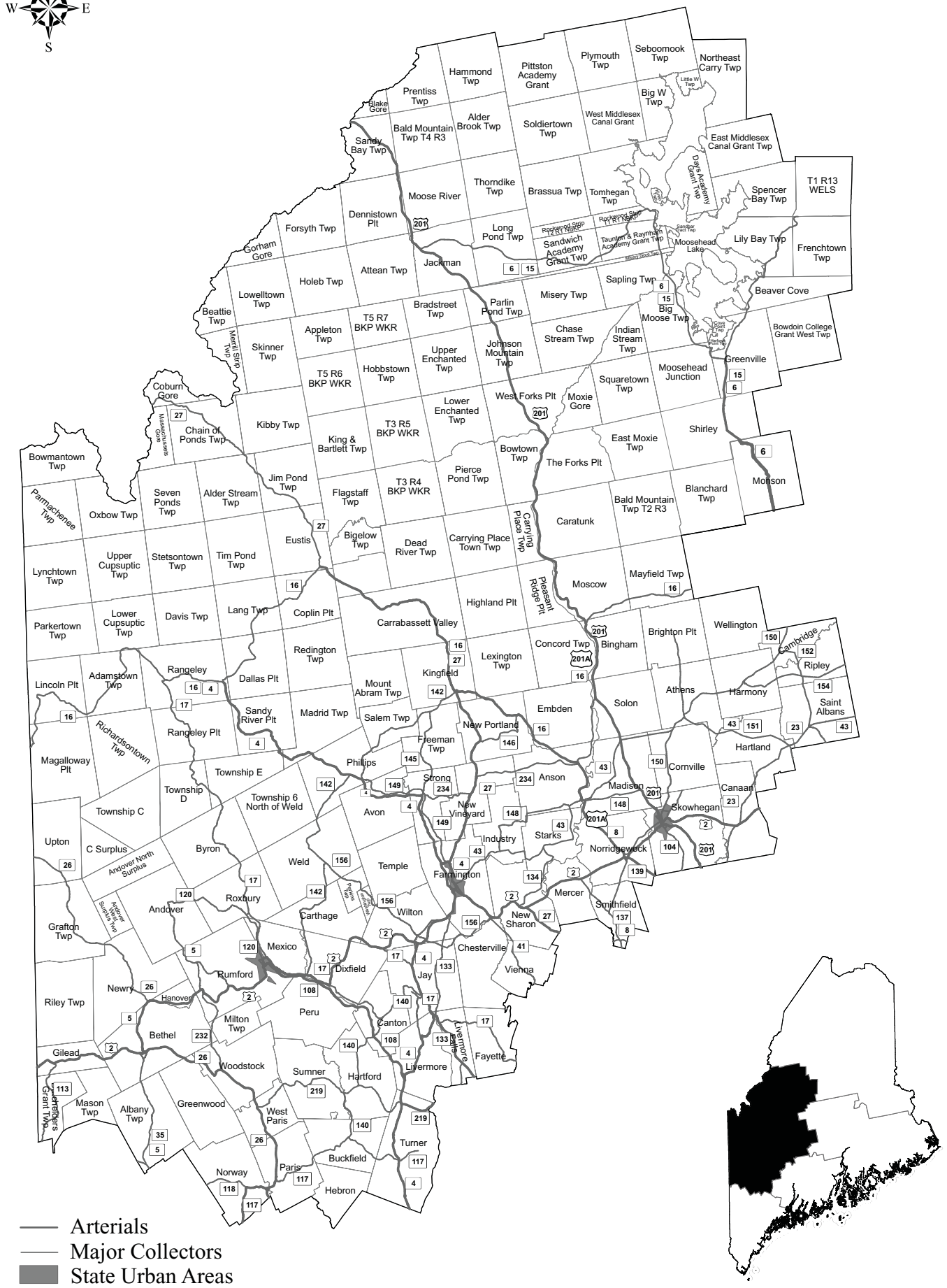
Region 1 - Southern



Region 2 - Midcoast



Region 3 - Western

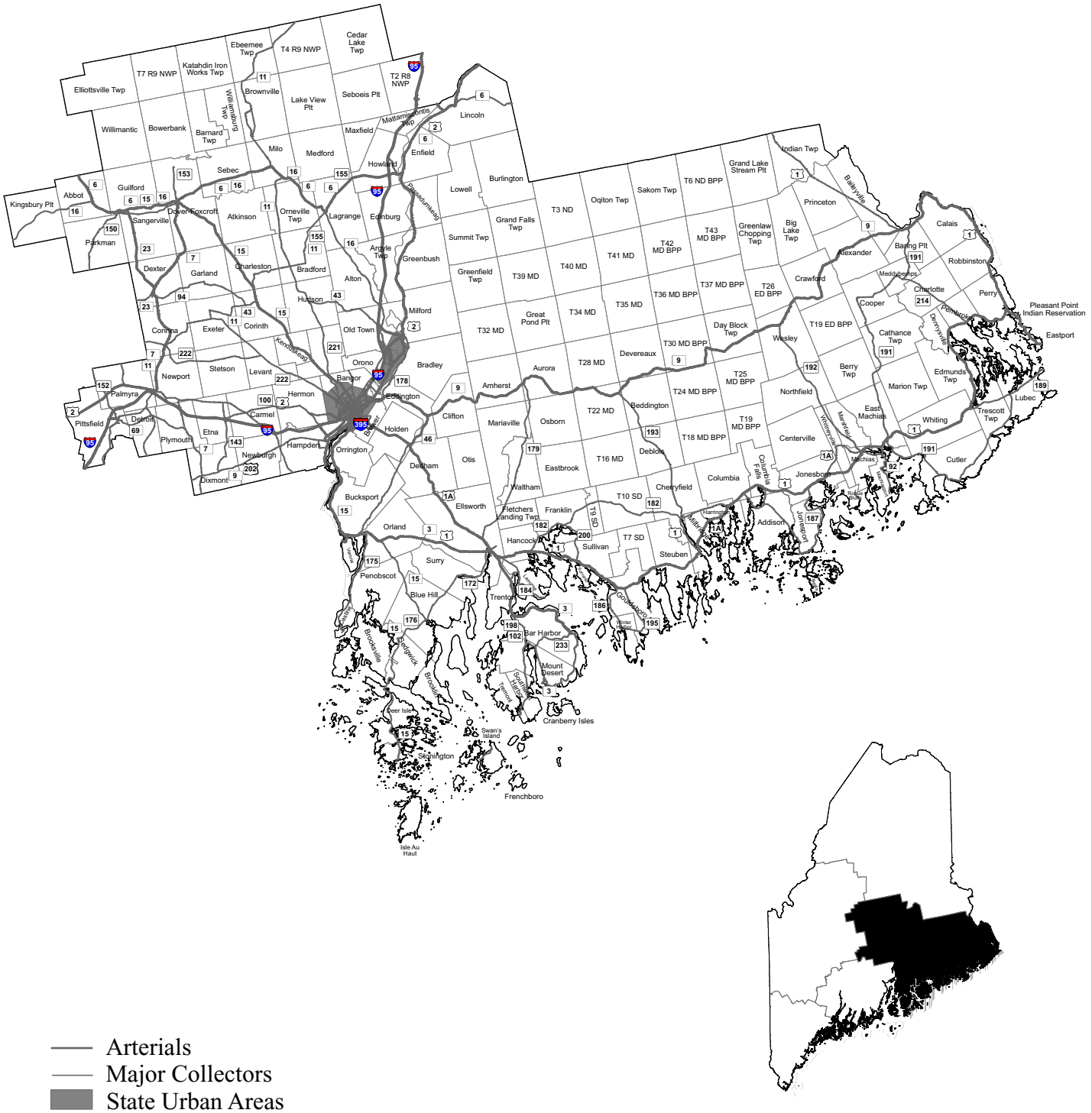


Arterials

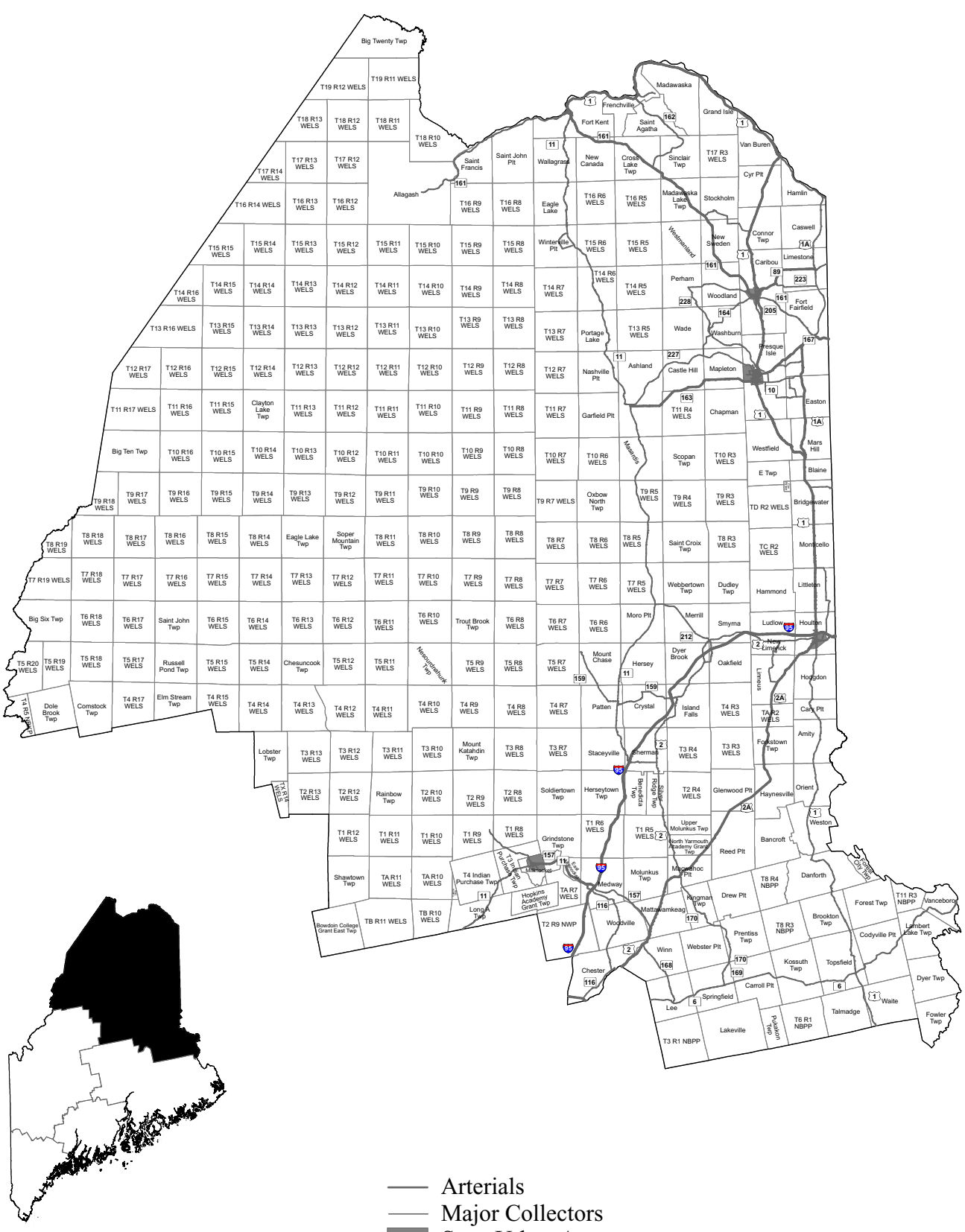
Major Collectors

State Urban Areas

Region 4 - Eastern



Region 5 - Northern



Revised December 2017

"General Decision Number: ME20200045 01/03/2020

Superseded General Decision Number: ME20190045

State: Maine

Construction Type: Highway

County: Androscoggin County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

SUME2014-040 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.95	3.23
CEMENT MASON/CONCRETE FINISHER	$ 19.27	1.13
ELECTRICIAN	$ 25.21	5.63
HIGHWAY/PARKING LOT STRIPING:		
Laborer	$ 15.53	2.04
INSTALLER - GUARDRAIL	$ 19.98	2.55
IRONWORKER, REINFORCING	$ 21.85	0.00

IRONWORKER, STRUCTURAL	$ 22.33	4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.71	0.63
LABORER: Common or General	$ 14.65	1.64
LABORER: Epoxy Injector (Concrete)	$ 13.43	1.15
LABORER: Wheelman	$ 22.87	3.79
OPERATOR: Backhoe/Excavator/Trackhoe	$ 20.09	3.20
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.03	3.43
OPERATOR: Broom/Sweeper	$ 19.52	0.00
OPERATOR: Bulldozer	$ 21.71	5.67
OPERATOR: Grader/Blade	$ 27.40	8.13
OPERATOR: Loader	$ 19.52	3.19
OPERATOR: Mechanic	$ 24.69	8.18
OPERATOR: Milling Machine	$ 28.51	5.44
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 20.86	3.73
OPERATOR: Roller (Earth)	$ 14.74	1.29
OPERATOR: Roller Asphalt	$ 19.14	3.43
TRAFFIC CONTROL: Flagger	$ 9.06	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.02	5.37
TRUCK DRIVER: Dump Truck	$ 15.60	1.38

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION
"

"General Decision Number: ME20200034 01/03/2020

Superseded General Decision Number: ME20190034

State: Maine

Construction Type: Highway

County: Aroostook County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-005 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt	$ 30.86	29.01

SUME2014-029 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 14.29	1.89
IRONWORKER, REINFORCING	$ 16.27	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.32	3.17
LABORER: Common or General	$ 13.23	1.22
LABORER: Wheelman	$ 15.40	3.01
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.63	2.28
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 20.36	5.06
OPERATOR: Broom/Sweeper	$ 16.52	6.38
OPERATOR: Bulldozer	$ 16.58	2.89
OPERATOR: Loader	$ 16.21	3.23
OPERATOR: Mechanic	$ 22.30	8.71
OPERATOR: Screed	$ 18.82	4.75
OPERATOR: Roller (Earth)	$ 15.55	5.83
TRAFFIC CONTROL: Flagger	$ 9.00	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.48	5.37
TRUCK DRIVER: Dump Truck	$ 14.40	7.04
TRUCK DRIVER: TackTruck	$ 18.82	8.29

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISION

"

"General Decision Number: ME20200046 01/03/2020

Superseded General Decision Number: ME20190046

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

SUME2014-041 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.95	3.23
CEMENT MASON/CONCRETE FINISHER	$ 19.27	1.13
ELECTRICIAN	$ 26.40	6.66
HIGHWAY/PARKING LOT STRIPING:		
Laborer	$ 15.53	2.04
INSTALLER - GUARDRAIL	$ 19.98	2.55
IRONWORKER, REINFORCING	$ 21.85	0.00

IRONWORKER, STRUCTURAL	$ 22.33	4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.44	2.07
LABORER: Common or General	$ 15.29	2.08
LABORER: Epoxy Injector (Concrete)	$ 13.43	1.15
LABORER: Wheelman	$ 20.34	3.43
OPERATOR: Backhoe/Excavator/Trackhoe	$ 21.07	4.39
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.97	1.74
OPERATOR: Broom/Sweeper	$ 19.02	0.00
OPERATOR: Bulldozer	$ 21.71	5.67
OPERATOR: Grader/Blade	$ 27.40	8.13
OPERATOR: Loader	$ 19.95	2.86
OPERATOR: Mechanic	$ 24.69	8.18
OPERATOR: Milling Machine	$ 28.51	5.44
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 19.98	4.95
OPERATOR: Roller (Earth)	$ 18.57	2.50
OPERATOR: Roller Asphalt	$ 19.30	4.09
TRAFFIC CONTROL: Flagger	$ 9.00	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.02	5.37
TRUCK DRIVER: Dump Truck	$ 16.71	2.80

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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END OF GENERAL DECISION
"

"General Decision Number: ME20200035 01/03/2020

Superseded General Decision Number: ME20190035

State: Maine

Construction Type: Highway

County: Franklin County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-022 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/Blade, Milling Machine	$ 30.86	29.01

SUME2014-030 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING:		
Laborer	$ 14.80	1.27
IRONWORKER, REINFORCING	$ 16.27	0.00
LABORER: Asphalt, Includes		

Raker, Shoveler, Spreader and Distributor	$ 15.40	2.69
LABORER: Common or General	$ 14.45	2.16
LABORER: Landscape	$ 18.69	2.70
LABORER: Wheelman	$ 15.64	4.29
OPERATOR: Backhoe/Excavator/Trackhoe	$ 18.80	4.16
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.66	4.91
OPERATOR: Broom/Sweeper	$ 19.09	5.20
OPERATOR: Bulldozer	$ 17.30	3.50
OPERATOR: Loader	$ 18.59	5.53
OPERATOR: Mechanic	$ 22.07	8.73
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 21.46	8.78
OPERATOR: Screed	$ 19.02	4.82
OPERATOR: Roller (Earth)	$ 16.43	3.40
OPERATOR: Roller Asphalt	$ 21.97	7.81
TRAFFIC CONTROL: Flagger	$ 9.38	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.47	4.80
TRUCK DRIVER: Dump Truck	$ 15.07	5.15
TRUCK DRIVER: TackTruck	$ 20.18	7.75

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

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
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Wage and Hour Division
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Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION
"

"General Decision Number: ME20200036 01/03/2020

Superseded General Decision Number: ME20190036

State: Maine

Construction Type: Highway

County: Hancock County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-005 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt	$ 30.86	29.01

SUME2014-031 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 14.24	2.06
IRONWORKER, REINFORCING	$ 16.27	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 13.97	3.14
LABORER: Common or General	$ 13.03	2.07
LABORER: Wheelman	$ 15.40	3.01
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.91	3.28
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 20.36	5.06
OPERATOR: Broom/Sweeper	$ 16.52	6.38
OPERATOR: Bulldozer	$ 16.58	2.89
OPERATOR: Loader	$ 17.79	5.88
OPERATOR: Mechanic	$ 22.30	8.71
OPERATOR: Screed	$ 18.82	4.75
OPERATOR: Roller (Earth)	$ 15.81	1.72
TRAFFIC CONTROL: Flagger	$ 9.00	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.48	5.37
TRUCK DRIVER: Dump Truck	$ 15.64	4.83
TRUCK DRIVER: TackTruck	$ 18.82	8.29

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

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Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
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Washington, DC 20210

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

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

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

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            Washington, DC 20210

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

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           END OF GENERAL DECISION
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"General Decision Number: ME20200037 01/03/2020

Superseded General Decision Number: ME20190037

State: Maine

Construction Type: Highway

County: Kennebec County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-005 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt	$ 30.86	29.01

SUME2014-032 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 14.80	1.27
IRONWORKER, REINFORCING	$ 16.27	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.06	2.72
LABORER: Common or General	$ 14.02	2.16
LABORER: Landscape	$ 18.69	2.70
LABORER: Wheelman	$ 15.64	4.29
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.52	5.15
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.98	4.85
OPERATOR: Broom/Sweeper	$ 19.09	5.20
OPERATOR: Bulldozer	$ 17.30	3.50
OPERATOR: Loader	$ 18.59	5.53
OPERATOR: Mechanic	$ 21.91	8.55
OPERATOR: Screed	$ 19.43	4.90
OPERATOR: Roller (Earth)	$ 16.43	3.40
TRAFFIC CONTROL: Flagger	$ 9.38	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.47	4.80
TRUCK DRIVER: Dump Truck	$ 14.32	5.81
TRUCK DRIVER: TackTruck	$ 20.18	7.75

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

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

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

Survey Rate Identifiers

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

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Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor
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END OF GENERAL DECISION
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"General Decision Number: ME20200038 01/03/2020

Superseded General Decision Number: ME20190038

State: Maine

Construction Type: Highway

County: Knox County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-022 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine	$ 30.86	29.01

SUME2014-033 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 14.80	1.27
IRONWORKER, REINFORCING	$ 16.27	0.00

LABORER: Asphalt, Includes

Raker, Shoveler, Spreader and Distributor	$ 15.40	2.69
LABORER: Common or General	$ 14.56	0.00
LABORER: Landscape	$ 18.69	2.70
LABORER: Wheelman	$ 15.64	4.29
OPERATOR: Backhoe/Excavator/Trackhoe	$ 18.83	4.08
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.66	4.91
OPERATOR: Broom/Sweeper	$ 19.09	5.20
OPERATOR: Bulldozer	$ 17.30	3.50
OPERATOR: Loader	$ 18.59	5.53
OPERATOR: Mechanic	$ 22.07	8.73
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 21.46	8.78
OPERATOR: Screed	$ 19.02	4.82
OPERATOR: Roller (Earth)	$ 16.43	3.40
OPERATOR: Roller Asphalt	$ 21.97	7.81
TRAFFIC CONTROL: Flagger	$ 9.38	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.47	4.80
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
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END OF GENERAL DECISION
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"General Decision Number: ME20200039 01/03/2020

Superseded General Decision Number: ME20190039

State: Maine

Construction Type: Highway

County: Lincoln County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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Modification Number	Publication Date
0	01/03/2020

* ENGI0004-022 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/Blade, Milling Machine	$ 30.86	29.01

SUME2014-034 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING:		
Laborer	$ 14.80	1.27
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LABORER: Asphalt, Includes		

Raker, Shoveler, Spreader and Distributor	$ 15.40	2.69
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WAGE DETERMINATION APPEALS PROCESS

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* an existing published wage determination
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200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION
"

"General Decision Number: ME20200040 01/03/2020

Superseded General Decision Number: ME20190040

State: Maine

Construction Type: Highway

County: Oxford County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-022 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/Blade, Milling Machine	$ 30.86	29.01

SUME2014-035 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING:		
Laborer	$ 14.80	1.27
IRONWORKER, REINFORCING	$ 16.27	0.00
LABORER: Asphalt, Includes		

Raker, Shoveler, Spreader and Distributor	$ 15.40	2.69
LABORER: Common or General	$ 15.83	1.99
LABORER: Landscape	$ 18.69	2.70
LABORER: Wheelman	$ 15.64	4.29
OPERATOR: Backhoe/Excavator/Trackhoe	$ 18.80	4.16
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 20.38	1.66
OPERATOR: Broom/Sweeper	$ 19.09	5.20
OPERATOR: Bulldozer	$ 17.30	3.50
OPERATOR: Loader	$ 18.59	5.53
OPERATOR: Mechanic	$ 22.07	8.73
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 21.46	8.78
OPERATOR: Screed	$ 19.02	4.82
OPERATOR: Roller (Earth)	$ 16.43	3.40
OPERATOR: Roller Asphalt	$ 24.16	3.55
TRAFFIC CONTROL: Flagger	$ 9.38	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.47	4.80
TRUCK DRIVER: Dump Truck	$ 15.83	1.16
TRUCK DRIVER: TackTruck	$ 20.18	7.75

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

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

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION
"

"General Decision Number: ME20200047 01/03/2020

Superseded General Decision Number: ME20190047

State: Maine

Construction Type: Highway

County: Penobscot County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-004 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Mechanic, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt	$ 30.86	29.01

TEAM0340-003 01/01/2017

	Rates	Fringes
TRUCK DRIVER (Vacuum Truck)	$ 14.84	13.08

SUME2014-042 06/23/2017

	Rates	Fringes

CARPENTER, Includes Form Work	$ 18.95	3.23
CEMENT MASON/CONCRETE FINISHER	$ 19.27	1.13
ELECTRICIAN	$ 25.78	6.83
IRONWORKER, REINFORCING	$ 21.85	0.00
IRONWORKER, STRUCTURAL	$ 22.33	4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.08	2.48
LABORER: Common or General	$ 12.83	2.20
LABORER: Landscape	$ 17.03	2.81
OPERATOR: Backhoe/Excavator/Trackhoe	$ 16.33	2.78
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 19.26	5.57
OPERATOR: Broom/Sweeper	$ 18.77	0.00
OPERATOR: Bulldozer	$ 21.71	5.67
OPERATOR: Loader	$ 18.94	7.66
OPERATOR: Milling Machine	$ 26.83	7.05
OPERATOR: Roller (Earth)	$ 17.61	2.97
TRAFFIC CONTROL: Flagger	$ 9.00	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.02	5.37
TRUCK DRIVER: Dump Truck	$ 14.56	6.32

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

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

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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END OF GENERAL DECISION
"

"General Decision Number: ME20200041 01/03/2020

Superseded General Decision Number: ME20190041

State: Maine

Construction Type: Highway

County: Piscataquis County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-005 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt	$ 30.86	29.01

SUME2014-036 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 15.81	3.24
IRONWORKER, REINFORCING	$ 16.27	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.32	3.17
LABORER: Common or General	$ 13.46	1.38
LABORER: Wheelman	$ 15.40	3.01
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.18	3.07
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 20.36	5.06
OPERATOR: Broom/Sweeper	$ 16.75	6.47
OPERATOR: Bulldozer	$ 16.58	2.89
OPERATOR: Loader	$ 17.18	4.72
OPERATOR: Mechanic	$ 22.30	8.71
OPERATOR: Screed	$ 18.82	4.75
OPERATOR: Roller (Earth)	$ 15.81	1.72
TRAFFIC CONTROL: Flagger	$ 9.00	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.48	5.37
TRUCK DRIVER: Dump Truck	$ 14.35	6.33
TRUCK DRIVER: TackTruck	$ 18.82	8.29

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISION

"

"General Decision Number: ME20200048 01/03/2020

Superseded General Decision Number: ME20190048

State: Maine

Construction Type: Highway

County: Sagadahoc County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

SUME2014-043 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.95	3.23
CEMENT MASON/CONCRETE FINISHER	$ 19.27	1.13
ELECTRICIAN	$ 25.21	5.63
HIGHWAY/PARKING LOT STRIPING:		
Laborer	$ 15.53	2.04
INSTALLER - GUARDRAIL	$ 19.98	2.55
IRONWORKER, REINFORCING	$ 21.85	0.00

IRONWORKER, STRUCTURAL	$ 22.33	4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.30	1.76
LABORER: Common or General	$ 15.06	2.09
LABORER: Epoxy Injector (Concrete)	$ 13.43	1.15
LABORER: Wheelman	$ 21.28	4.02
OPERATOR: Backhoe/Excavator/Trackhoe	$ 20.67	3.91
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 22.21	1.90
OPERATOR: Broom/Sweeper	$ 19.02	0.00
OPERATOR: Bulldozer	$ 21.71	5.67
OPERATOR: Grader/Blade	$ 27.40	8.13
OPERATOR: Loader	$ 19.52	3.19
OPERATOR: Mechanic	$ 24.69	8.18
OPERATOR: Milling Machine	$ 28.51	5.44
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 20.26	4.61
OPERATOR: Roller (Earth)	$ 16.52	1.66
OPERATOR: Roller Asphalt	$ 19.38	4.59
TRAFFIC CONTROL: Flagger	$ 10.33	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.02	5.37
TRUCK DRIVER: Dump Truck	$ 17.27	2.62

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION
"

"General Decision Number: ME20200042 01/03/2020

Superseded General Decision Number: ME20190042

State: Maine

Construction Type: Highway

County: Somerset County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-022 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/Blade, Milling Machine	$ 30.86	29.01

SUME2014-037 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING:		
Laborer	$ 14.80	1.27
IRONWORKER, REINFORCING	$ 16.27	0.00
LABORER: Asphalt, Includes		

Raker, Shoveler, Spreader and Distributor	$ 15.40	2.69
LABORER: Common or General	$ 14.42	2.68
LABORER: Landscape	$ 18.69	2.70
LABORER: Wheelman	$ 15.64	4.29
OPERATOR: Backhoe/Excavator/Trackhoe	$ 18.80	4.16
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.66	4.91
OPERATOR: Broom/Sweeper	$ 19.09	5.20
OPERATOR: Bulldozer	$ 17.30	3.50
OPERATOR: Loader	$ 18.59	5.53
OPERATOR: Mechanic	$ 22.07	8.73
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 20.92	6.19
OPERATOR: Screed	$ 19.02	4.82
OPERATOR: Roller (Earth)	$ 16.43	3.40
OPERATOR: Roller Asphalt	$ 21.56	5.42
TRAFFIC CONTROL: Flagger	$ 9.38	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.47	4.80
TRUCK DRIVER: Dump Truck	$ 15.07	5.15
TRUCK DRIVER: TackTruck	$ 20.18	7.75

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

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

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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END OF GENERAL DECISION
"

"General Decision Number: ME20200043 01/03/2020

Superseded General Decision Number: ME20190043

State: Maine

Construction Type: Highway

County: Waldo County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-005 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt	$ 30.86	29.01

SUME2014-038 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 14.80	1.27
IRONWORKER, REINFORCING	$ 16.27	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.40	2.69
LABORER: Common or General	$ 13.27	1.43
LABORER: Landscape	$ 18.69	2.70
LABORER: Wheelman	$ 15.64	4.29
OPERATOR: Backhoe/Excavator/Trackhoe	$ 18.80	4.16
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.66	4.91
OPERATOR: Broom/Sweeper	$ 19.09	5.20
OPERATOR: Bulldozer	$ 17.30	3.50
OPERATOR: Loader	$ 18.59	5.53
OPERATOR: Mechanic	$ 22.07	8.73
OPERATOR: Screed	$ 19.02	4.82
OPERATOR: Roller (Earth)	$ 16.43	3.40
TRAFFIC CONTROL: Flagger	$ 9.38	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.47	4.80
TRUCK DRIVER: Dump Truck	$ 13.98	7.90
TRUCK DRIVER: TackTruck	$ 20.18	7.75

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

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

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Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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END OF GENERAL DECISION
"

"General Decision Number: ME20200044 01/03/2020

Superseded General Decision Number: ME20190044

State: Maine

Construction Type: Highway

County: Washington County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ENGI0004-005 12/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt	$ 30.86	29.01

SUME2014-039 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 14.24	2.06
IRONWORKER, REINFORCING	$ 16.27	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.32	3.17
LABORER: Common or General	$ 13.24	1.93
LABORER: Wheelman	$ 15.40	3.01
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.58	2.92
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 20.36	5.06
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OPERATOR: Bulldozer	$ 16.58	2.89
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OPERATOR: Mechanic	$ 22.30	8.71
OPERATOR: Screed	$ 18.82	4.75
OPERATOR: Roller (Earth)	$ 15.81	1.72
TRAFFIC CONTROL: Flagger	$ 9.00	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.48	5.37
TRUCK DRIVER: Dump Truck	$ 14.35	6.33
TRUCK DRIVER: TackTruck	$ 18.82	8.29

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

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Survey Rate Identifiers

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the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
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200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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            Washington, DC 20210

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

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           END OF GENERAL DECISION
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"General Decision Number: ME20200049 01/03/2020

Superseded General Decision Number: ME20190049

State: Maine

Construction Type: Highway

County: York County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

SUME2014-044 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.66	3.46
CEMENT MASON/CONCRETE FINISHER	$ 19.83	1.16
ELECTRICIAN	$ 25.21	5.63
HIGHWAY/PARKING LOT STRIPING:		
Laborer	$ 16.27	2.19
INSTALLER - GUARDRAIL	$ 19.98	2.55
IRONWORKER, REINFORCING	$ 21.85	0.00

IRONWORKER, STRUCTURAL	$ 22.78	4.40
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.53	2.13
LABORER: Common or General	$ 15.11	2.46
LABORER: Epoxy Injector (Concrete)	$ 13.43	1.15
LABORER: Wheelman	$ 20.97	5.13
OPERATOR: Backhoe/Excavator/Trackhoe	$ 20.58	3.81
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 23.66	0.97
OPERATOR: Broom/Sweeper	$ 19.49	0.00
OPERATOR: Bulldozer	$ 21.71	5.67
OPERATOR: Grader/Blade	$ 27.40	8.13
OPERATOR: Loader	$ 18.91	3.27
OPERATOR: Mechanic	$ 24.71	7.83
OPERATOR: Milling Machine	$ 27.44	6.37
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 20.17	4.83
OPERATOR: Roller (Earth)	$ 16.52	1.66
OPERATOR: Roller Asphalt	$ 19.64	6.09
TRAFFIC CONTROL: Flagger	$ 10.33	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 17.84	5.91
TRUCK DRIVER: Dump Truck	$ 19.99	4.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

==========

END OF GENERAL DECISION
"

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Androscoggin County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$15.75	$0.90	$16.65	Line Erector - Power/Cable	$31.00	$5.32	$36.32
Backhoe Loader Operator	$22.00	$5.08	$27.08	Loader Operator - Front-End	$19.00	$2.94	$21.94
Bulldozer Operator	$19.00	$4.34	$23.34	Mechanic- Maintenance	$20.50	$2.96	$23.46
Carpenter	$20.00	$2.64	$22.64	Millwright	$24.25	$8.80	$33.05
Carpenter - Rough	$19.00	$1.88	$20.88	Oil/Fuel Burner Serv &Installer	$23.00	$3.51	$26.51
Cement Mason/Finisher	$17.00	$1.34	$18.34	Painter	$17.50	$0.42	$17.92
Concrete Mixing Plant Operator	$22.11	$4.89	$27.00	Paver Operator	$21.00	$0.35	$21.35
Crane Operator =>15 Tons)	$26.80	$4.74	$31.54	Pipelayer	$22.00	$1.49	$23.49
Crusher Plant Operator	$17.00	$3.86	$20.86	Reclaimer Operator	$21.58	$1.80	$23.38
Driller - Well	$19.83	$2.66	$22.49	Roller Operator - Earth	$22.11	$3.02	$25.13
Electrician - Licensed	$22.55	$14.26	$36.81	Roller Operator - Pavement	$18.50	$1.93	$20.43
Electrician Helper/Cable Puller	$17.00	$1.34	$18.34	Screed/Wheelman	$19.25	$1.00	$20.25
Excavator Operator	$21.00	$3.09	$24.09	Sider	$16.75	$1.38	$18.13
Fence Setter	$17.50	$2.94	$20.44	Stone Mason	$21.00	$0.95	$21.95
Flagger	$13.00	$0.00	$13.00	Truck Driver - Light	$17.00	$3.38	$20.38
Grader/Scraper Operator	$18.00	$1.62	$19.62	Truck Driver - Medium	$19.00	$1.85	$20.85
Highway Worker/Guardrail Install	$17.50	$1.76	$19.26	Truck Driver - Heavy	$17.00	$1.49	$18.49
Ironworker - Reinforcing	$22.11	$2.79	$24.90	Truck Driver - Tractor Trailer	$18.00	$2.94	$20.94
Laborers (Incl.Helpers & Tenders)	$15.00	$0.86	$15.86	Truck Driver - Mixer (Cement)	$17.19	$1.07	$18.26
Laborer - Skilled	$17.75	$1.59	$19.34				

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

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

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

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

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

A true copy

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

Expiration Date: 12-31-2020

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Aroostook County

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

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

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

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

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

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

A true copy

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

Expiration Date: 12-31-2020

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Cumberland County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$16.00	$0.00	$16.00	Laborers (Helpers & Tenders)	$16.00	$0.79	$16.79
Backhoe Loader Operator	$22.72	$4.21	$26.93	Laborer - Skilled	$18.75	$1.15	$19.90
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$20.00	$3.00	$23.00
Bulldozer Operator	$27.25	$6.14	$33.39	Mechanic- Maintenance	$23.00	$3.09	$26.09
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.75	$0.00	$20.75
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$25.00	$1.40	$26.40
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$18.50	$1.48	$19.98
Excavator Operator	$23.39	$3.11	$26.50	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$14.50	$0.00	$14.50	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$19.00	$1.84	$20.84
Highway Worker/Guardrail Installer	$18.25	$1.66	$19.91	Truck Driver - Heavy	$18.00	$1.40	$19.40
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$19.50	$2.55	$22.05
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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

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

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

A true copy

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

Expiration Date: 12-31-2020

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

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

2020 Fair Minimum Wage Rates
Heavy & Bridge Franklin County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$16.00	$0.00	$16.00	Laborers (Helpers & Tenders)	$17.00	$3.26	$20.26
Backhoe Loader Operator	$26.00	$8.61	$34.61	Laborer - Skilled	$20.88	$3.88	$24.76
Boom Truck (Truck Crane) Operator	$27.81	$7.10	$34.91	Line Erector Power/Cable Splicer	$22.55	$8.86	$31.41
Bricklayer	$24.50	$4.47	$28.97	Loader Operator - Front-End	$23.00	$3.76	$26.76
Bulldozer Operator	$22.00	$4.70	$26.70	Mechanic- Maintenance	$19.50	$3.69	$23.19
Carpenter	$25.48	$5.22	$30.70	Mechanic- Refrigeration	$27.00	$4.21	$31.21
Carpenter - Rough	$21.01	$3.51	$24.52	Millwright	$31.40	$5.48	$36.88
Cement Mason/Finisher	$18.00	$0.72	$18.72	Painter	$22.00	$0.00	$22.00
Communication Equip Installer	$24.50	$0.44	$24.94	Pipe/Steam/Sprinkler Fitter	$31.50	$17.36	$48.86
Comm Trans Microwave & Cell	$21.50	$2.28	$23.78	Pipelayer	$26.56	$6.13	$32.69
Crane Operator =>15 Tons)	$30.00	$8.48	$38.48	Plumber (Licensed)	$26.00	$4.50	$30.50
Diver	$24.00	$3.12	$27.12	Plumber Helper/Trainee	$19.00	$2.98	$21.98
Earth Auger Operator	$26.65	$6.12	$32.77	Propane/Natural Gas Serv/Install	$32.00	$9.23	$41.23
Electrician - Licensed	$32.50	$8.52	$41.02	Rigger	$23.00	$7.10	$30.10
Electrician Helper/Cable Puller	$19.00	$4.55	$23.55	Roller Operator - Earth	$16.43	$2.69	$19.12
Excavator Operator	$25.00	$1.37	$26.37	Roller Operator - Pavement	$20.25	$3.56	$23.81
Fence Setter	$18.00	$1.30	$19.30	Screed/Wheelman	$18.50	$2.45	$20.95
Flagger	$13.00	$0.00	$13.00	Sheet Metal Worker	$26.56	$6.03	$32.59
Grader/Scraper Operator	$22.00	$2.16	$24.16	Truck Driver - Light	$16.00	$0.44	$16.44
Industrial Truck (Forklift) Operator	$29.07	$6.63	$35.70	Truck Driver - Medium	$19.00	$1.97	$20.97
Ironworker - Ornamental	$22.30	$22.37	$44.67	Truck Driver - Heavy	$19.00	$1.16	$20.16
Ironworker - Reinforcing	$27.50	$6.00	$33.50	Truck Driver - Tractor Trailer	$26.78	$6.42	$33.20
Ironworker - Structural	$20.00	$4.55	$24.55				

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

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

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

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

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

A true copy

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

Expiration Date: 12-31-2020

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Hancock County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$14.50	$0.00	$14.50	Laborers (Helpers & Tenders)	$15.00	$0.26	$15.26
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$16.25	$0.71	$16.96
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$18.50	$2.94	$21.44
Bulldozer Operator	$19.75	$2.26	$22.01	Mechanic- Maintenance	$21.33	$3.18	$24.51
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.00	$0.33	$20.33
Crusher Plant Operator	$21.00	$6.15	$27.15	Pipelayer	$23.78	$1.60	$25.38
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$22.91	$13.25	$36.16
Excavator Operator	$20.00	$3.37	$23.37	Screed/Wheelman	$18.00	$0.48	$18.48
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$12.75	$0.00	$12.75	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$17.60	$1.98	$19.58
Highway Worker/Guardrail Installer	$18.00	$1.54	$19.54	Truck Driver - Heavy	$16.25	$0.38	$16.63
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$17.00	$0.00	$17.00
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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

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

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

A true copy

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

Expiration Date: 12-31-2020

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Kennebec County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$16.00	$0.00	$16.00	Laborers (Helpers & Tenders)	$15.78	$0.75	$16.53
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$18.32	$1.24	$19.56
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$20.96	$3.21	$24.17
Bulldozer Operator	$21.00	$5.81	$26.81	Mechanic- Maintenance	$23.00	$3.28	$26.28
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$21.07	$0.27	$21.34
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$23.78	$1.60	$25.38
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$21.84	$4.59	$26.43
Excavator Operator	$22.85	$2.88	$25.73	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$13.00	$0.00	$13.00	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$18.80	$1.98	$20.78
Highway Worker/Guardrail Installer	$19.00	$1.71	$20.71	Truck Driver - Heavy	$17.19	$1.15	$18.34
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$17.29	$0.00	$17.29
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Knox County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$14.00	$0.00	$14.00	Laborers (Helpers & Tenders)	$15.00	$0.56	$15.56
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$17.00	$1.23	$18.23
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$18.75	$3.35	$22.10
Bulldozer Operator	$22.00	$3.87	$25.87	Mechanic- Maintenance	$22.00	$3.23	$25.23
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.00	$0.61	$20.61
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$23.78	$1.60	$25.38
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$22.91	$7.67	$30.58
Excavator Operator	$20.00	$2.33	$22.33	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$12.75	$0.00	$12.75	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$17.80	$1.75	$19.55
Highway Worker/Guardrail Installer	$18.00	$1.54	$19.54	Truck Driver - Heavy	$17.00	$0.96	$17.96
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$17.25	$0.00	$17.25
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Lincoln County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$14.00	$0.00	$14.00	Laborers (Helpers & Tenders)	$16.00	$0.63	$16.63
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$18.75	$1.28	$20.03
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$21.25	$3.39	$24.64
Bulldozer Operator	$25.13	$6.36	$31.49	Mechanic- Maintenance	$22.91	$3.34	$26.25
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$21.63	$0.61	$22.24
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$23.78	$1.60	$25.38
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$22.71	$5.21	$27.92
Excavator Operator	$22.65	$2.65	$25.30	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$13.00	$0.00	$13.00	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$18.98	$2.69	$21.67
Highway Worker/Guardrail Installer	$19.00	$1.71	$20.71	Truck Driver - Heavy	$17.05	$1.38	$18.43
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$17.29	$0.00	$17.29
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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

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State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
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Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

2020 Fair Minimum Wage Rates
Highway & Earth Oxford County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$16.00	$0.00	$16.00	Laborers (Helpers & Tenders)	$16.00	$0.71	$16.71
Backhoe Loader Operator	$23.00	$3.93	$26.93	Laborer - Skilled	$18.75	$1.17	$19.92
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$20.00	$3.00	$23.00
Bulldozer Operator	$27.25	$6.18	$33.43	Mechanic- Maintenance	$23.00	$3.09	$26.09
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$23.38	$0.00	$23.38
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$25.00	$1.40	$26.40
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$18.00	$0.00	$18.00
Excavator Operator	$23.39	$3.29	$26.68	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$14.50	$0.00	$14.50	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$19.00	$1.95	$20.95
Highway Worker/Guardrail Installer	$18.25	$1.66	$19.91	Truck Driver - Heavy	$18.00	$1.38	$19.38
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$19.00	$2.55	$21.55
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Penobscot County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$15.00	$0.00	$15.00	Laborers (Helpers & Tenders)	$15.00	$0.26	$15.26
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$16.25	$0.68	$16.93
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$18.00	$3.25	$21.25
Bulldozer Operator	$19.00	$1.18	$20.18	Mechanic- Maintenance	$21.15	$3.23	$24.38
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.25	$0.47	$20.72
Crusher Plant Operator	$22.91	$10.21	$33.12	Pipelayer	$23.78	$1.60	$25.38
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$22.91	$13.25	$36.16
Excavator Operator	$19.91	$1.43	$21.34	Screed/Wheelman	$17.75	$0.24	$17.99
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$12.50	$0.00	$12.50	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$19.50	$1.38	$20.88	Truck Driver - Medium	$17.80	$2.34	$20.14
Highway Worker/Guardrail Installer	$18.00	$1.54	$19.54	Truck Driver - Heavy	$16.00	$0.26	$16.26
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$16.50	$0.00	$16.50
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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2020 Fair Minimum Wage Rates
Highway & Earth Piscataquis County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$14.00	$0.00	$14.00	Laborers (Helpers & Tenders)	$15.00	$0.27	$15.27
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$16.50	$0.35	$16.85
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$18.00	$2.51	$20.51
Bulldozer Operator	$19.49	$1.29	$20.78	Mechanic- Maintenance	$20.75	$2.50	$23.25
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.50	$0.33	$20.83
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$23.78	$1.60	$25.38
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$22.91	$13.25	$36.16
Excavator Operator	$20.00	$0.33	$20.33	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$12.75	$0.00	$12.75	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$18.80	$2.20	$21.00
Highway Worker/Guardrail Installer	$18.00	$1.63	$19.63	Truck Driver - Heavy	$16.25	$0.26	$16.51
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$17.00	$0.00	$17.00
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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

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

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

A true copy

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

Expiration Date: 12-31-2020

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Sagadahoc County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$16.25	$0.00	$16.25	Laborers (Helpers & Tenders)	$16.00	$0.72	$16.72
Backhoe Loader Operator	$22.72	$4.21	$26.93	Laborer - Skilled	$18.54	$1.20	$19.74
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$20.00	$3.00	$23.00
Bulldozer Operator	$27.25	$6.14	$33.39	Mechanic- Maintenance	$23.00	$3.09	$26.09
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.63	$0.00	$20.63
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$25.00	$1.40	$26.40
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$19.00	$2.51	$21.51
Excavator Operator	$23.00	$3.11	$26.11	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$14.50	$0.00	$14.50	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$19.00	$1.56	$20.56
Highway Worker/Guardrail Installer	$18.25	$1.66	$19.91	Truck Driver - Heavy	$18.00	$1.39	$19.39
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$19.50	$2.55	$22.05
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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Augusta, Maine 04333-0045
Telephone (207) 623-7906

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

2020 Fair Minimum Wage Rates
Highway & Earth Somerset County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$14.00	$0.00	$14.00	Laborers (Helpers & Tenders)	$15.00	$0.26	$15.26
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$16.38	$0.69	$17.07
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$18.50	$2.51	$21.01
Bulldozer Operator	$19.75	$1.92	$21.67	Mechanic- Maintenance	$20.75	$2.50	$23.25
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.25	$0.17	$20.42
Crusher Plant Operator	$22.91	$10.21	$33.12	Pipelayer	$23.78	$1.60	$25.38
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$22.91	$13.25	$36.16
Excavator Operator	$20.00	$0.68	$20.68	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$12.75	$0.00	$12.75	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$2.16	$22.16	Truck Driver - Medium	$17.60	$1.52	$19.12
Highway Worker/Guardrail Installer	$18.00	$1.63	$19.63	Truck Driver - Heavy	$16.25	$0.31	$16.56
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$17.00	$0.00	$17.00
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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Augusta, Maine 04333-0045
Telephone (207) 623-7906

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

2020 Fair Minimum Wage Rates
Highway & Earth Waldo County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$14.00	$0.00	$14.00	Laborers (Helpers & Tenders)	$17.00	$1.23	$18.23
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$19.00	$3.34	$22.34
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$22.00	$3.23	$25.23
Bulldozer Operator	$22.00	$3.87	$25.87	Mechanic- Maintenance	$29.82	$7.73	$37.55
Carpenter	$22.46	$2.19	$24.65	Millwright	$18.00	$0.45	$18.45
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$20.00	$0.00	$20.00
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$23.78	$1.60	$25.38
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$26.00	$4.50	$30.50
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$22.91	$13.25	$36.16
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$16.00	$0.24	$16.24
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$22.91	$11.30	$34.21
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$18.43	$1.24	$19.67
Excavator Operator	$20.00	$2.35	$22.35	Screed/Wheelman	$20.00	$0.42	$20.42
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$16.00	$0.44	$16.44
Flagger	$12.75	$0.00	$12.75	Truck Driver - Light	$18.00	$1.98	$19.98
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$17.00	$0.76	$17.76
Highway Worker/Guardrail Installer	$18.00	$1.54	$19.54	Truck Driver - Heavy	$17.13	$0.00	$17.13
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$17.25	$2.26	$19.51
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.00	$1.23	$18.23
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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

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

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

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Wage & Hour Director
Bureau of Labor Standards

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

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

2020 Fair Minimum Wage Rates
Highway & Earth Washington County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$14.00	$0.00	$14.00	Laborers (Helpers & Tenders)	$15.00	$0.28	$15.28
Backhoe Loader Operator	$20.00	$2.60	$22.60	Laborer - Skilled	$16.63	$0.68	$17.31
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$17.75	$3.30	$21.05
Bulldozer Operator	$19.00	$0.68	$19.68	Mechanic- Maintenance	$21.85	$4.40	$26.25
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.82	$4.73	$25.55
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$23.78	$1.60	$25.38
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$22.91	$13.25	$36.16
Excavator Operator	$19.96	$3.37	$23.33	Screed/Wheelman	$18.00	$0.24	$18.24
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$12.50	$0.00	$12.50	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$18.95	$2.89	$21.84
Highway Worker/Guardrail Installer	$18.00	$1.54	$19.54	Truck Driver - Heavy	$16.00	$0.28	$16.28
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$16.50	$0.00	$16.50
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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

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Wage & Hour Director
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Augusta, Maine 04333-0045
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Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

2020 Fair Minimum Wage Rates
Highway & Earth York County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$16.00	$0.00	$16.00	Laborers (Helpers & Tenders)	$16.00	$0.86	$16.86
Backhoe Loader Operator	$23.00	$3.93	$26.93	Laborer - Skilled	$18.75	$1.17	$19.92
Boom Truck (Truck Crane) Operator	$25.00	$4.94	$29.94	Loader Operator - Front-End	$20.00	$3.00	$23.00
Bulldozer Operator	$27.25	$6.18	$33.43	Mechanic- Maintenance	$23.00	$3.09	$26.09
Carpenter	$22.46	$2.19	$24.65	Millwright	$29.82	$7.73	$37.55
Cement Mason/Finisher	$16.00	$4.04	$20.04	Painter	$18.00	$0.45	$18.45
Crane Operator =>15 Tons)	$30.00	$7.76	$37.76	Paver Operator	$20.75	$0.00	$20.75
Crusher Plant Operator	$20.50	$5.33	$25.83	Pipelayer	$25.00	$1.40	$26.40
Driller - Rock	$12.00	$8.82	$20.82	Plumber (Licensed)	$26.00	$4.50	$30.50
Electrician - Licensed	$28.00	$6.27	$34.27	Reclaimer Operator	$22.91	$13.25	$36.16
Electrician Helper/Cable Puller	$18.00	$1.84	$19.84	Roller Operator - Earth	$16.00	$0.24	$16.24
Elevator Constructor/Installer	$20.00	$1.78	$21.78	Roller Operator - Pavement	$18.50	$1.48	$19.98
Excavator Operator	$23.39	$3.27	$26.66	Screed/Wheelman	$18.43	$1.24	$19.67
Fence Setter	$18.00	$1.30	$19.30	Stone Mason	$20.00	$0.42	$20.42
Flagger	$14.50	$0.00	$14.50	Truck Driver - Light	$16.00	$0.44	$16.44
Grader/Scraper Operator	$20.00	$0.65	$20.65	Truck Driver - Medium	$19.00	$1.84	$20.84
Highway Worker/Guardrail Installer	$18.25	$1.66	$19.91	Truck Driver - Heavy	$18.00	$1.46	$19.46
Hot Top Plant Operator	$22.91	$13.25	$36.16	Truck Driver - Tractor Trailer	$19.50	$2.55	$22.05
Ironworker - Reinforcing	$29.23	$7.18	$36.41	Truck Driver - Mixer (Cement)	$17.25	$2.26	$19.51
Ironworker - Structural	$26.01	$22.27	$48.28				

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Wage & Hour Director
Bureau of Labor Standards

Expiration Date: 12-31-2020

SPECIAL PROVISION
SECTION 104
(WAGE RATES)

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

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

SECTION 101
CONTRACT INTERPRETATION

101.1 Abbreviations Revise the definition of AWPA to "**American Wood Protection Association**".

101.2 Definitions
Page 1-5 – Remove the definition of Bridge in its entirety and replace with:
"**Bridge A structure that is erected over a depression or an obstruction, such as water, a highway or a railway, and has an opening measured along the centerline of the Roadway of more than 20 feet between: The faces of abutments; spring line of arches; extreme ends of openings of box culverts, pipes or pipe arches; or the extreme ends of openings for multiple box culverts, pipes or pipe arches**."

Page 1-12 – Remove the definition of Large Culvert in its entirety and replace with:
"**Large Culvert Any structure not defined as a Culvert or Bridge that provides a drainage or non-drainage opening under the Roadway or Approaches to the Roadway, with an opening that is 5 feet but less than 10 feet**."

Remove the definition of Minor Span in its entirety and replace with:
"**Minor Span Same definition as Bridge, except having an opening of between 10 feet and 20 feet, inclusive**."

SECTION 103
AWARD AND CONTRACTING

Amend this Section by adding the following:

"103.1a Tie Bids - In the case where two responsive bids from responsible bidders are equal monetarily, the Department shall determine the apparent low bidder by flipping a coin. The coin shall have sides clearly marked as heads and tails. The contractor whose first letter in their official company name that comes first in the alphabet shall be heads.

If there are three bids, each bidder will flip the coin and the bidder with the odd toss will be the winner. (i.e. if the results are two heads and a tails, the bidder who had tails is the winner). For a three way tie, bidders may flip their own coin or have the Contracts Engineer flip for them.

The coin flip will occur at the next bid opening by the Contracts and Specifications Engineer or a designee. The tied bidders may attend the coin flip in person or watch on the internet as they choose."

In 103.3.2 Notice of Determination Revise this section by removing sections A – M and replacing with the following A - K:

(A) Default(s) or termination(s) on past or current Contracts.

(B) Failure on past or current Contracts to pay or settle all bills for labor, Materials or services;
to comply with directives of the Department, to fulfill warranty obligations, or to provide Closeout Documentation.

(C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.

(D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.

(E) Failure to accept an Award of a Contract made by the Department.

(F) Failure to provide information requested by the Department in a timely manner.

(G) Debarment, suspension or a denial of prequalification or 'award of contract' 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 or 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).

(H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.

(I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.

(J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.

(K) 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, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is "Not Qualified".

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITES

This Section shall be amended by adding the following two sub-sections:

104.3.8.1 Electronic Payroll Submission **On federally funded projects the prime contractor, all subcontractors, and lower-tier subcontractors will submit their certified payrolls electronically utilizing the Elations system. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at** http://www.maine.gov/mdot/contractors/ **under the "Bidder Info" go to "Electronic Payroll System."**

104.3.8.2 Payment Tracking **On federally funded projects the prime contractor and all subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System**

104.4.10 Coordination of Road Closure / Bridge Closure / Bridge Width Restrictions
Revise the last sentence by adding a period after 'Resident'; remove the "and" after Resident; and adding "**not covered by Pay Items**" between 'costs' and 'will'. So that the last paragraph reads "**All Newspaper notices, radio announcements and any notifications will be subject to the approval of the Resident. All costs not covered by Pay Items will be considered incidental to the Contract**.".

104.5.5 Prompt Payment of Subcontractors Add the following paragraph to this subsection:

C. Payment Tracking Federal Projects **On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.**

SECTION 105
GENERAL SCOPE OF WORK

105.2.5 Compliance with Health and Safety Laws Remove the second paragraph of this subsection in its entirety and replace with:

"**For related provisions, see Sections 105.2.3 – Project Specific Emergency Planning, 105.3 – Traffic Control and Management and 105.4 – Maintenance of work**."
105.4.5 Special Detours Remove this subsection in its entirety and replace with:

"105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours, prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others."

105.6.2.4 Department Verification Add the following to the end of the first sentence:
"**or other approved method, such as reference staking, to allow the Department to independently verify the accuracy of the work, as approved by the Department."**

SECTION 106
QUALITY

106.3.4 Storage Revise this Section by adding the following sentence after the first sentence:
"Materials shall not be stored under or in close proximity to Highway Structures unless the Contractor receives written permission from the Resident."

106.4.1 General - In the first sentence, remove "When required by Special Provision," and replace with **"When required elsewhere in the Contract, "**

Revise Subsection C by replacing the last sentence with the following:

Approval of both standard and project specific QCPs shall be as outlined in paragraph B above, with the exception that the initial 14 day review period for standard plans will begin on March 1, and that the supplemental project specific QCP for the project shall be submitted a minimum of 14 days prior to any related work being performed with an initial review period of 7 days.

Revise Subsection 106.4.6 by removing it in its entirety and replace it with:

"106.4.6 QCP Non-Compliance The Contractor shall comply with the approved QCP and shall take all other steps necessary to assure a high quality project.

Failure by the Contractor to comply with the approved Quality Control Plan will result in a letter describing the violation, a mandatory work suspension, and a reduction in payment as shown in Table 106.4A below. The Contractor shall submit a letter to the Department that details the corrective action made to address the violation in their Quality Control Plan. Work may resume when the Department it is satisfied the corrective action will result in adherence to the Quality Control Plan.

Table 106.4 A - Quality Control Pay Reduction

Quality Control Plan Value*		Pay Reduction		
From More Than	To and Including	1st	2nd	3rd & Subsequent
$0	$500,000	$1,000	$2,000	$4,000
$500,000	$1,000,000	$2,000	$4,000	$8,000
$1,000,000	$3,000,000	$5,000	$10,000	$20,000
$3,000,000	and more	$10,000	$20,000	$40,000

*** The Quality Control Plan Value is the total bid value of all items covered by a Quality Control Plan, as detailed in the applicable specification or Special Provision.**

During all periods of the Contractor's failure to follow the approved QCP, no positive pay incentives will be calculated or paid if the Department accepts the material.

Pay reductions for failure to comply with the approved QCP are additive, and the Department will deduct any pay reductions due from amounts otherwise due the Contractor. These pay reductions are intended to encourage the Contractor to comply with its approved QCP, and are not related to the quality of the material provided."

Amend this Section by adding the following Subsection:

"106.7.3 Early Termination of Lots In the event a lot in progress is terminated prematurely before the Department is able to take the number of acceptance samples required by the test method specified in the contract, the following will apply as applicable unless otherwise detailed in the specifications for the item:

A. If three or more samples have been taken, then payfactors will be generated using the available samples results for the lot.

B. If the termination was requested by the Contractor and approved by the Department prior to three samples being taken, then each property's payfactor will be set to 0.80.

C. If the termination was initiated by the Department prior to three samples being taken, then each property's payfactor will be set to 1.00 for each property."

SECTION 107
TIME

107.7.2 SCHEDULE OF LIQUIDATED DAMAGES

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

Original Contract Amount			Per Diem Amount of Liquidated Damages
From More Than		To and Including	Calendar Day
$ 0	**to**	**$ 100,000.00**	**$250.00**
$ 100,000.00	**to**	**$ 250,000.00**	**$500.00**
$ 250,000.00	**to**	**$ 500,000.00**	**$650.00**
$ 500,000.00	**to**	**$1,000,000.00**	**$800.00**
$1,000,000.00	**to**	**$2,000,000.00**	**$1,000.00**
$2,000,000.00	**to**	**$4,000,000.00**	**$1,200.00**
$4,000,000.00	**and**	**More**	**$2,100.00**

SECTION 108
PAYMENT

108.3 Retainage - Remove the paragraph beginning with " The Contractor may withdraw…" in its entirety.

108.4.1 Price Adjustment for Hot Mix Asphalt:
Remove this section in its entirety and replace with the following

For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items:

Item 403.102 Hot Mix Asphalt – Special Areas
Item 403.206 Hot Mix Asphalt - 25 mm
Item 403.207 Hot Mix Asphalt - 19 mm
Item 403.2071 Hot Mix Asphalt - 19 mm (Polymer Modified)
Item 403.2072 Hot Mix Asphalt - 19 mm (Asphalt Rich Base)
Item 403.208 Hot Mix Asphalt - 12.5 mm
Item 403.2081 Hot Mix Asphalt - 12.5 mm (Polymer Modified)
Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
Item 403.210 Hot Mix Asphalt - 9.5 mm
Item 403.2101 Hot Mix Asphalt - 9.5 mm (Polymer Modified)
Item 403.2102 Hot Mix Asphalt - 9.5 mm (Asphalt Rich Base)

Item 403.2104 Hot Mix Asphalt - 9.5 mm (Thin Lift Surface Treatment)
Item 403.21041 Hot Mix Asphalt - 9.5 mm (Polymer Modified Thin Lift Surface Treatment)
Item 403.211 Hot Mix Asphalt – Shim
Item 403.2111 Hot Mix Asphalt – Shim (Polymer Modified)
Item 403.212 Hot Mix Asphalt - 4.75 mm (Shim)
Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)
Item 403.2131 Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)
Item 403.2132 Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
Item 403.214 Hot Mix Asphalt - 4.75 mm (Surface)
Item 403.235 Hot Mix Asphalt (High Performance Rubberized HMA)
Item 403.301 Hot Mix Asphalt (Asphalt Rubber Gap-Graded)
Item 404.70 Colored Hot Mix Asphalt – 9.5mm (Surface)
Item 404.72 Colored Hot Mix Asphalt – 9.5mm (Islands, sidewalks, & incidentals)
Item 461.13 Light Capital Pavement
Item 461.210 9.5 mm HMA - Paver Placed Surface
Item 462.30 Ultra-Thin Bonded Wearing Course
Item 462.301 Polymer Modified Ultra-Thin Bonded Wearing Course

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

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

Item 403.102–6.2%
Item 403.206–4.8%
Item 403.207–5.2%
Item 403.2071–5.2%
Item 403.2072–5.8%
Item 403.208–5.6%
Item 403.2081–5.6%
Item 403.209–6.2%
Item 403.210–6.2%
Item 403.2101–6.2%
Item 403.2102–6.8%
Item 403.2104–6.2%
Item 403.21041–6.2%
Item 403.211–6.2%
Item 403.2111–6.2%
Item 403.212–6.8%
Item 403.213–5.6%

Item 403.2131–5.6%
Item 403.2132–6.2%
Item 403.214–6.8%
Item 403.235–5.5%
Item 403.301–6.2%
Item 404.70–6.2%
Item 404.72–6.2%
Item 461.13–6.7%
Item 461.210 – 6.4%
Item 462.30–0.0021 tons/SY
Item 462.301–0.0021 tons/SY

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price (Excluding the Connecticut market area), as listed in the Asphalt Weekly Monitor.
Period Price: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price (Excluding the Connecticut market area), listed in the Asphalt Weekly Monitor current with the paving date. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

SECTION 109
CHANGES

109.5.1 Definitions - Types of Delays
Delete Paragraph 'A' in its entirety and replace with:

"**A. Excusable Delay Except as expressly provided otherwise by this Contract, an "Excusable Delay" is a Delay to the Critical Path that is directly and solely caused by (1) a weather related Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an adjustment of time if the Project falls within the geographic boundaries prescribed under the disaster declaration. or (2) a flooding event at the effected location of the Project that results in a Q25 headwater elevation, or greater, but less than a Q50 headwater elevation. Theoretical headwater elevations will be determined by the Department; actual headwater elevations will be determined by the Contractor and verified by the Department or (3) An Uncontrollable Event**."

SECTION 110
INDEMNIFICATION, BONDING AND INSURANCE

110.3.9 Administrative & General Provisions

B. Defense of Claims Amend this section by adding the following sentence to the end:
"The Contractor's insurer shall name the Department of Transportation as a released party (Releasee") on any release or settlement agreement for settled claims."

APPENDIX A TO DIVISION 100

Remove Section D in its entirety as this is now covered in Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 203
EXCAVATION AND EMBANKMENT

203.02 Materials

At the bottom of page 2-12, add as the first item in the list:

Crushed Stone, ¾ inch 703.13

203.042 Rock Excavation and Blasting

On page 2-16, add the word "**No**" to the third sentence in Section 5 Submittals, Subsection V, 1 so that it reads:
"***No* blasting products will be allowed on the job site if the date codes are missing**."

203.09 Preparation of Embankment Area Revise the first sentence of the second paragraph so that it reads:
"When fill material is placed against existing slopes or previously placed fill, the interface shall be continuously benched by excavating steps of sufficient width to permit operations of placing and compacting the additional material."

SECTION 304
AGGREGATE BASE AND SUBBASE COURSE

Remove Section 304.02 Aggregate entirely and replace with the following:

"304.02 Aggregate Aggregates shall conform to the requirements specified in the following subsections of Division 700 - Materials:

Aggregate Base	**Type A & B**	**703.06 a**
Aggregate Base	**Type C**	**703.06 b**
Aggregate Subbase	**Type D & E**	**703.06 c**

Aggregate for base or subbase courses shall be material meeting the aggregate type requirements specified in the following table:

Material	Aggregate Type (Subsection 703.06)
Base Course, Crushed	**[1]A, B or C**
Subbase Course, Gravel	**[2]D**
[1]Will be designated on the plans **[2]Subbase Course, Gravel-Type E may be used below the top 9″ of the subbase layer at the Contractor's option**	

For the various types of base and subbase, all shall conform to the gradation requirements of the contract at the time it is deposited on the roadbed. The Department will obtain samples from the roadbed for Acceptance prior to compaction. Oversized stones shall be removed from the aggregate before depositing on the roadway. Oversized stones for the various types are as follows:
Type A will not pass a 2 inch square mesh sieve
Type B and Type C will not pass a 4 inch square mesh sieve
Type D and E will not pass a 6 inch square mesh sieve."

The top 3" of Aggregate Base Course-Type C shall consist of Recycled Asphalt Pavement (RAP) or Untreated Aggregate Surface Course-Type B.

304.04 Shaping, Compacting, and Stabilizing Revise the first paragraph in this section by removing "according to AASHTO T 224" and "(An Adjustment Chart/Spreadsheet for this correction is available upon request) so that it reads:

"Compaction of each layer of base and subbase shall continue until a density of not less than 95% of the maximum density has been achieved for the full width and depth of the layer. The maximum density shall be determined in accordance with AASHTO T180, Method C or D, correcting for oversize particles except mixtures may have 40 percent or less retained on the ¾ inch sieve. Field density tests will be performed by the Department in accordance with AASHTO T 310."

304.04 Shaping, Compacting, and Stabilizing Replace the tenth paragraph in this section in its entirety with:

"If the Contractor wishes to route public traffic over the completed Aggregate Base-Type A and B or Aggregate Subbase Course for a period of time greater than 48 hours, the Aggregate Base and Aggregate Subbase Course shall be constructed with a minimum 2″ surcharge above the design grade. Surcharge shall be constructed with material meeting the requirements of Section 703.06(b), Subbase Aggregate-Type D. Whenever the surcharge is used, it shall be placed on all the Aggregate Base and Aggregate Subbase Course subjected to public traffic. When the surcharge is removed, it may be placed in driveways, sidewalks, approach roads, or the outer portions of the shoulders. Removal of the surcharge shall be followed immediately in succession by the fine grading of the aggregate base or subbase and construction of the HMA base layer. As per subsection 203.041 Salvage of Existing Hot Mix Asphalt Pavement, Recycled Asphalt Pavement (RAP) may be used as the top 3″ of aggregate. If RAP is utilized as the top 3″, a surcharge is not required."

304.04 Shaping, Compacting, and Stabilizing Replace the eleventh paragraph in this section in its entirety with:

"The furnishing, placing, maintaining, and removal of the surcharge will not be paid for directly, but will be considered incidental to the Aggregate Base or Aggregate Subbase course pay item."

Section 304.07 Basis of Payment add the following:

"RAP or Untreated Aggregate Surface Course-Type B used to cap Aggregate Base Course-Type C will be paid for as Item 304.16-Aggregate Base Course -Type C."

SECTION 307
FULL DEPTH RECYCLED PAVEMENT

Remove this Section in its entirety and replace with:

SECTION 307
FULL DEPTH RECYCLING
(UNTREATED OR TREATED WITH EMULSIFIED ASPHALT STABILIZER)

307.01 Description This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding an emulsified asphalt stabilizer (if required) to the depth of the pulverized material specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

MATERIALS

307.02 Pulverized Material **Pulverized material shall consist of the existing asphalt pavement layers and one inch or more as specified of the underlying gravel, pulverized and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.**

307.021 New Aggregate and Additional Recycled Material **New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas requiring depths greater than 2 inches. New aggregate, will be measured and paid for under the appropriate item.**

Recycled material, if required, shall consist of salvaged asphalt material from the project or from off-site stockpiles that has been processed before use to 100 percent passing a 2 inch square mesh sieve. Recycled material shall be conditionally accepted at the source by the Resident. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 307.09. No additional payment will be made for material salvaged from the project.

Recycled material supplied from off-site stockpiles shall be paid for as described in the contract, or by contract modification.

307.022 Emulsified Asphalt Stabilizer. If required, the emulsified asphalt stabilizer shall be grade MS-2, MS-4, SS-1, or CSS-1 meeting the requirements of Subsection 702.04 Emulsified Asphalt.

307.023 Water **Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.**

307.024 Portland Cement **If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.**

307.025 Hydrated Lime **If required, Hydrated Lime shall meet the requirements of AASHTO M216.**

EQUIPMENT

307.03 Pulverizer **The pulverizer shall be a self-propelled machine, specifically manufactured for full-depth recycling work and capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.**

307.04 Liquid Mixer Unit or Distributor. If treatment of the recycled layer with emulsified asphalt is required by the contract, a liquid mixing unit or distributor shall be used to introduce the emulsified asphalt stabilizer into the pulverized material. The mixing unit shall contain a liquid distribution and mixing system which has been specifically manufactured for full-depth recycling work, capable of mixing the pulverized material with an evenly metered distribution of emulsified asphalt into a homogeneous mixture, to the depth and width required.

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd^2 with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd^2. Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

307.041 Cement or Lime Spreader If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

307.05 Placement Equipment Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

307.06 Rollers The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum contact area per foot of 17 inch^2, and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

MIX DESIGN

If treatment of the recycled layer with emulsified asphalt is required by the contract, the Department will supply a mix design for the emulsified asphalt stabilized material based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

1. **Percent of emulsified asphalt to be used.**
2. **Quantity of lime or cement to be added.**
3. **Optimum moisture content for proper compaction.**

4. Additional aggregate (if required).

After a test strip has been completed or as the work progresses, it may be necessary for the Resident to make necessary adjustments to the mix design. Changes to compensation will be in accordance with the Mix Design Special Provision.

CONSTRUCTION REQUIREMENTS

307.06 Pulverizing **The entire depth of existing pavement shall be pulverized together with 1 inch or more of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 2 inch square mesh sieve.**

307.07 Weather Limitations **Full depth recycled work shall be performed when;**

- **A. Recycling operations will be allowed between May 15th and September 15th inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais. Recycling will be allowed between May 1st and September 30th inclusive in Zone 2 - Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.**
- **B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.**
- **C. When there is no standing water on the surface.**
- **D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.**
- **E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.**
- **F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.**

307.08 Surface Tolerance **The complete surface of the Full Depth Recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of ⅜ inch.**

307.09 Full Depth Recycling Procedure **New aggregate or recycled material meeting the requirements of Section 307.021 - New Aggregate and Additional Recycled Material, shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes. The Resident may add other locations while construction of the project is in progress. The Contractor will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 inch size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.**

Should the Contractor be required to add new aggregate or recycled material to restore cross-slope and/or grade after the initial pulverizing process, those areas will require re-processing to blend into a homogenous mass passing a 2 in square mesh sieve.

Sufficient water shall be added during the recycling process to maintain optimum moisture for compaction.

The resultant material from the initial pulverizing processes shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of ⅜ inch. Areas not meeting this tolerance will be repaired as described in Section 307.091. The initial pulverizing process density requirements will be the same as Section 307.101 unless otherwise directed by the Resident.

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section 307.041. The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

After final compaction, the roadway surface shall be treated with a light application of water, and rolled with pneumatic-tired rollers to create a close-knit texture. The finished layer shall be free from:

A. Surface laminations.
B. Segregation of fine and coarse aggregate.
C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer, or any layers to be placed upon it.

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt overlay placement.

307.091 Repairs **Repairs and maintenance of the recycled layers, resulting from damage caused by traffic, weather or environmental conditions, or resulting from damage caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.**

For recycled layers stabilized with emulsified asphalt, low areas will be repaired using a hot mix asphalt shim. Areas up to 1 inch high can be repaired by milling or shimming with hot mix asphalt. Areas greater than 1 inch high will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

TESTING REQUIREMENTS

307.10 Quality Control The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.
Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. All field supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- **A. Sources for all materials, including New Aggregate and Additional Recycled Material.**
- **B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.**
- **C. Testing Plan.**
- **D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.**
- **E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.**
- **F. Method of grade checks.**
- **G. Examples of Quality Control forms.**
- **H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.**
- **I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.**

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.
The Contractor shall sample, test, and evaluate the full depth reclamation process in accordance with the following minimum frequencies:

MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Density	1 per 1000 feet / lane	AASHTO T 310
Air Temperature	4 per day at even intervals	

Surface Temperature	**At the beginning and end of each days operation**	
Yield of all materials (Daily yield, yield since last test, and total project yield.)	**1 per 1000 ft/lane**	

The Department may view any QC test and request a QC test at any time. The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, to the Department's onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

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

- **A. The Contractor fails to follow the approved QCP.**
- **B. The Contractor fails to achieve 98 percent density after corrective action has been taken.**
- **C. The finished product is visually defective, as determined by the Resident.**
- **D. The computed yield differs from the mix design by 10 percent or more.**

Recycling operations shall not resume until the Department approves the corrective action to be taken.

307.101 Test Strip The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

- **A. Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions.**
- **B. Determine the effect on the gradation of the recycled material by varying the forward speed of the recycling machine and the rotation rate of the milling drum.**

C. Determine the optimum moisture necessary to achieve proper compaction of the recycled layer.
D. Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target density. The Contractor and the Department will both conduct testing with their respective gauges at this time.

The test strip shall be at least 300 feet in length of a full lane-width (or a half-road width). Full recycling production will not start until a passing test strip has been accomplished. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor's expense.

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing several additional density tests and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

Following completion of the test strip, compaction of the material shall continue until a density of not less than 98 percent of the test strip target density has been achieved for the full width and depth of the layer. During the construction and compaction of the Full Depth Recycled base, should three consecutive Acceptance test results for density fail to meet a minimum of 95 percent of the target density, or exceed 102 percent of target density, a new test strip shall be constructed.

ACCEPTANCE TEST FREQUENCY

Property	Frequency	Test Method
In-place Density	1 per 2000 ft / lane	AASHTO T 310

307.102 Curing. No new pavement shall be placed on the full depth recycled pavement until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, or a curing period of 4 days has elapsed, whichever comes first.

307.11 Method of Measurement Full Depth Recycled Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be measured by the square yard.

307.12 Basis of Payment **The accepted quantity of Full Depth Recycled Asphalt Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.**

The addition of materials to restore profile grade and/or cross-slope in areas shown on the plans or described in the construction notes will be paid separately under designated pay items within the contract. No additional payment will be made for materials salvaged from the project.

Payments will be made under:

Pay Item	**Pay Unit**
307.331 Full Depth Recycled Pavement (Untreated)	**Square Yard**
307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 5 in. depth	**Square Yard**
307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 6 in. depth	**Square Yard**

SECTION 411
UNTREATED AGGREGATE SURFACE COURSE

411.02 – Aggregate Add the following to the end of the first sentence: **"- Type A"**

SECTION 501
FOUNDATION PILES

501.047 Splicing Piles Remove subsection 501.047 d 3, which states "Written welding procedures do not need to be submitted", in its entirety.

501.05 – Method of Measurement

b. Piles Furnished – After the second sentence, add the sentence **"Measurement will not include any pile tips"**.

c. Piles in Place – Add the sentence to the end of the second paragraph, **"Measurement will include the pile tips"**.

d. Pile Tips – Add the words "**on the Pile**" to the end of the sentence.

SECTION 502
STRUCTURAL CONCRETE

502.05 Composition and Proportioning

Replace Table 1 with

TABLE 1

Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entrained Air (%)		Notes
		LSL	LSL	USL	
S	3,000	N/A	N/A	N/A	4,5
A	4,000	14	6.0	9.0	1,4,5
P	-----	-----	5.5	7.5	1,2,3,4
LP	5,000	17	6.0	9.0	1,4,5
Fill	3,000	N/A	6.0	9.0	4,5

In the list of information submitted by the contractor for a mix design:

Item J Replace "Target Coulomb Value." with "Target KOhm-cm Value."

Note #1 - Remove, **"…Standard Specification Section 711.05, Protective Coating for Concrete Surfaces, and per the manufacturer's recommendations, at no additional cost to the Department."** and replace with, **"…Standard Specification Section 515, Protective Coating for Concrete Surfaces, at no additional cost to the Department."**

502.1703 Acceptance Methods A and B

In the paragraph that starts with "The Department will take Acceptance…" Remove the word chloride from chloride permeability in the last sentence.

Replace the paragraph starting with "Rapid Chloride Permeability specimens…" With the following:

"Surface Resistivity specimens will be tested by the Department in accordance with AASHTO TP-95 at an age ≥ 56 days. Four 4 inch x 8 inch cylinders will be cast per sublot placed. The average of three concrete specimens per sublot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations."

502.1706 Acceptance Method C

Remove in its entirety and Replace with:

502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete not meeting the requirements listed in Table 1 shall be removed and replaced at no cost to the Department. At the Department's sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.

502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove "Rapid Chloride" from the section heading.

In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

Remove "Chloride" from the heading and from the first sentence.

Replace the sentence that starts with "values greater than…" and replace with "values less than 10 KOhms-cm for Class A concrete or 11 KOhms-cm for Class LP concrete shall be subject to rejection and replacement, at no additional cost to the Department."

502.194 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content, Methods A and B

Remove the word "Chloride" from the section heading and from the equation for CPF.

502.195 Pay Adjustment Method C

In Table 6: Method C Pay Reductions (page 5-53)
Under "Entrained Air" for "Class Fill", in the first line,
change from "< 4.0 (Removal)" to **"< 4.5 (Removal)**"

In Table 6: Method C PAY REDUCTIONS, revise the Chloride Permeability section by removing it in its entirety and replacing it with:

Surface Resistivity {Permeability in Kohm-cms and Pay Reduction per CY}			
15-16 ($50)	13 ($25)	N/A	N/A
13-14 ($75)	12($50)	N/A	N/A
12 ($100)	11 ($75)	N/A	N/A
11 ($125)	10 ($100)	N/A	N/A
< 11 (Removal)	< 10 (Removal)	N/A	N/A

SECTION 503
REINFORCING STEEL

503.06 Placing and Fastening Revise this Subsection by removing, in its entirety, the paragraph which begins, "Stainless steel reinforcement shall not be tied to any other type of reinforcement……"

SECTION 504
STRUCTURAL STEEL

504.06 Inspection Revise this section by removing the last sentence in the first paragraph which reads "Make the results of all measurements and testing available to the QAI." And replace with "**Provide a copy of all measurements and testing to the QAI**."

504.08 Rejections Amend this section by adding the following sentences to the end of the 1st paragraph: "**Structural Defects: Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Give the QAI adequate notice prior to beginning structural repairs**."

504.13 Unpainted Steel Revise this section by removing the third sentence which reads "Clean steel that is abrasive-blast cleaned prior to fabrication in accordance with SSPC-SP 1 Solvent Cleaning after fabrication is complete." And replace it with: "**Clean steel that is abrasive cleaned prior to fabrication in accordance with SSPC-SP 6 shall be cleaned in accordance with SSPC-SP 1 Solvent Cleaning after fabrication is complete.**"

504.26 Welding Remove the second paragraph beginning with "The range of heat…." in its entirety.

504.29 Welding ASTM A 709 HPS 70W Steel. Remove the third paragraph beginning with "Make Weld runoff tabs…" in its entirety.

504.55 Field Welding Revise the first paragraph by replacing the word "Resident" with "**Fabrication Engineer**".

504.60 Holes for Base Plates Revise this section by removing the second sentence and replacing it with "**The roughness shall not exceed condition of AWS C4.1-77, Sample 4**."

504.64 Non Destructive Testing-Ancillary Bridge Products and Support Structures Revise the first sentence under number 1 by adding "**fillet or partial penetration welds on**" between the words "of" and "each" so the first sentence reads " Examine ten percent of fillet or partial penetration welds on each production lot using Magnetic Particle (MT) inspection".

SECTION 506
SHOP APPLIED PROTECTIVE COATING - STEEL

Revise this section by removing the subsection THERMAL SPRAY COATING entirely and replace with: THERMAL SPRAY COATING

506.30 Description This work shall consist of surface preparation and application of Thermal Spray Coatings (TSC) in accordance with the Plans and this Specification. Application of TSC to steel substrate shall be done in accordance with requirements, recommendations and appendices of the current Joint Standard *NACE NO. 12/AWS C2.23M/SSPC-CS 23.00, Specification for the Application of Thermal Spray Coatings (Metallizing) of Aluminum, Zinc, and Their Alloys and Composites for the Corrosion Protection of Steel* (The Standard) and this Specification.

The applicator shall have a minimum of five years of experience and shall provide copies of application procedures, operator qualifications, QC Manuals and repair procedures.

506.31 Submittals Submit an application procedure and QC Plan for review by the Department prior to beginning work. Submit a certified analysis of the feedstock to the Department. Submit sample copies of QC records for review. Submit copies of applicator qualifications, job history, etc. Provide the name and qualifications of the QCI.

506.32 Surface Preparation Prior to abrasive blast cleaning, round all corners exposed in the assembled product to approximately a 3/32 inch radius. A series of tangents to the approximate radius will be considered acceptable. Remove hardened condition on thermal cut surfaces. Abrasive blast clean all surfaces to be coated in accordance with The Standard and *SSPC-SP 5, White Metal Blast Cleaning* (SP 5). Use SSPC-VIS. 1 as a visual standard to determine acceptable cleanliness. Inspect the substrate immediately before spray application.

The anchor profile shall be per The Standard (minimum 2.5 mils). Measure and record the anchor profile in accordance with *ASTM D4417 Method B or C (Replica Tape) or both* on each plane to be sprayed or at 120 ° intervals on pipe or tube. Measure at the frequency in The Standard. Angular blast media shall conform with The Standard. If the anchor profile fails to meet the minimum required profile, re-blast the substrate until the required anchor profile is achieved.

If compressed air is used for abrasive blast cleaning, perform a blotter test in accordance with *ASTM D4285* at the beginning of each shift. Empty moisture traps at the beginning of each shift and at any time thereafter when moisture appears to be present on the substrate. Notify the QAI prior to performing the test in order that the QAI can witness the blotter test.

506.33 TSC Requirements The coating thickness shall be a minimum of 14 mils. The DFT on faying surfaces shall not exceed the thickness tested for Class B slip coefficient rating. The TSC shall have a minimum tensile bond per The Standard. Test the tensile bond in

accordance with ASTM D4541. The frequency of testing shall be per The Standard. The test location will be as directed by the QAI. The specified tensile force shall be applied to the TSC and removed. If the test does not reveal a failure of the TSC, the tensile bond shall be considered acceptable. Repair or recoat unacceptable work. Tensile testing may be performed on witness panels coated by each technician on each shift TSC is applied; notify the QAI so witness panel coating may be observed.

Perform a bend test as described The Standard, at the beginning of each shift. If the bend test fails, take corrective action and perform another test. After performing the bend test successfully a number of times, the Fabrication Engineer may reduce the frequency of testing. Document the results of the tensile bond test and bend test and provide the results to the Department. Satisfactory bend test results with 7-12 mils thickness will be acceptable.

The TSC shall have a uniform appearance, free from blistering, cracks, loose particles, or exposed steel substrate when examined with 10-X magnification.

506.34 TSC Application Record the batch and lot numbers of the consumables. Measure ~~the~~ environmental conditions in the immediate vicinity of ~~the~~ piece(s) being coated during the coating operation and during the entire cure period for intermediate and top coat. Provide two data loggers capable of measuring ambient humidity and temperature. The data loggers shall come with software that can download the data onto a computer. Print out the data and provide a copy to the QAI for review prior to applying the subsequent coat of paint. Place the data loggers in the immediate vicinity of the coating operation during the entire application and curing cycle. The data will be used to determine that the cure/recoat time requirements for each coat have been met. Failure to comply will result in the coating being cured for the maximum time necessary to assure adequate cure as determined by the Fabrication Engineer.

506.35 Seal Coat and Top Coat Application (Paint) Apply a wash primer and/or seal coat of 2 to 3 mils thickness. The seal coat shall be compatible with an epoxy intermediate coat and a polyurethane top coat from the NEPCOAT QPL. Provide certification of compatibility between the seal coat and intermediate coat from the intermediate coat/top coat manufacturer. Top flanges of beams requiring shear connectors shall receive a seal coat only.

506.36 Materials Provide materials in accordance with 506.11.

506.37 Mixing and Application Mix and apply in accordance with 506.14.

506.38 Dry Film Thickness Measure and record the DFT in accordance with 506.15.

506.39 Touch-up and Repairs Repair damage to TSC by re-blasting the damaged area and re-applying TSC in accordance with this Specification. Perform touch-up and repairs to paint in accordance with 506.16.

SECTION 507
RAILINGS

507.07 Aluminum Bridge Railing Amend the paragraph beginning with "Welding shall be done in conformance…" by adding after "Aluminum D1.2" the words "(AWS D1.2)" . Add the following as a new paragraph after this paragraph:

"**All welds shall be inspected and conform with AWS D1.2, Clause 5, Inspection. 100% of welds shall be visually examined (VT). In addition to VT, 10% of all partial joint penetration (PJP) and fillet welds shall be dye penetrant tested (PT); locations to be PT examined will be designated by the QAI. 25% of complete joint penetration (CJP) welds shall be either, ultrasonic tested (UT) or PT based on the thinner material in the welded joint; joints with thinner material thicknesses less than 0.25 inch shall be PT examined and joints with thinner material thickness equal or greater than 0.25 inch shall be UT examined. Locations to be UT examined will be designated by the QAI. Extent of testing shall conform with AWS D1.2, Clause 5**."

SECTION 510
SPECIAL DETOURS

510.032 Geometric and Approach Design a. Horizontal alignment
The third paragraph of this section is revised to read as follows:

"The roadway width shall be increased on curved portions of the Special Detour to account for the off tracking characteristics of WB-62 vehicle in accordance with **the AASHTO publication A Policy On Geometric Design of Highways and Streets (the Green Book), chapter 3 table entitled Design Widths of Pavements for Turning Roadways."**

SECTION 527
ENERGY ABSORBING UNIT

527.02 Materials This section is revised to read as follows.

527.02 Materials Work Zone Crash Cushions must comply with NCHRP Report 350. Work Zone Crash Cushions shall be selected from MaineDOT's Qualified Products List of Crash Cushions / Impact Attenuators, or an approved equal.

SECTION 534
PRECAST STRUCTURAL CONCRETE

534.14 Process Control Test Cylinders
Revise this subsection to read:

"**534.14 Acceptance and Quality Control Testing of Concrete Refer to Section 712.061**."

534.20 Installation of Precast Units revise this section by removing the first two paragraphs and replacing them with:

534.20 Installation of Precast Units When footings are required, install the precast units on concrete footings that have reached a compressive strength of at least 3,000 psi. Construct the completed footing surface to the lines and grades shown on the Plans. When checked with a 10 foot straightedge, the surface shall not vary more than one-quarter inch in 10 feet. The footing keyway shall be filled with a Department-approved non-shrink flowable cementitious grout with a design compressive strength of at least 5,000 psi.

Three sided frame and box culvert joints shall be sealed with a Department-approved flexible joint sealant in accordance ASTM C990. Joints shall be closed tight. Culvert units shall be equipped with joint closure mechanisms to draw units together and close joints to the required opening.

SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

Section 535.08 – Quality Assurance

Revise the second paragraph to read:

"The QAI will perform acceptance sampling and testing and will witness or review documentation, workmanship and testing to assure the Work is being performed in accordance with the Contract Documents."

Section 535.15 - Process Control Test Cylinders

Revise the first paragraph to read:

"**535.15 Acceptance and Quality Control Testing of Concrete Acceptance of structural precast/prestressed units, for each day's production, will be determined by the Department, based on compliance with this specification and satisfactory concrete testing results. At least once per week, the QAI will make 2 concrete cylinders (6 cylinders when the Contract includes permeability requirements) for use by the Department; cylinders shall be standard cured in accordance with AASHTO T23 (ASTM C31). The QAI will perform entrained air content and slump flow testing, determine water-cement ratio and determine temperature of the sampled concrete at the time of cylinder casting. All testing equipment required by the QAI to perform this testing shall be provided in accordance with Standard Specification Section 502.041, Testing Equipment. In addition, the Contractor shall provide a slump cone meeting the requirements of AASHTO T 119. Providing and maintaining testing and curing equipment shall be considered incidental to the work and no additional payment will be made."**

Insert the following as the second paragraph of Section 535.15:

"Quality Control concrete test cylinders shall be made for each day's cast and each form bed used. Cylinders tested to determine strand release strength and design strength shall be field cured in accordance with AASHTO T23 (ASTM C31). 28 day cylinders shall be standard

cured. Record unit identification, entrained air content, water-cement ratio, slump flow and temperature of the sampled concrete at the time of cylinder casting."

SECTION 603
PIPE CULVERTS AND STORM DRAINS

603.02 Materials Amend this section by adding the following two paragraphs to the end:

"Reinforced Concrete Pipe (RCP) with inside diameters of 10 ft. (120in) or greater shall be designed, fabricated and accepted in accordance with Section 534- Precast Structural Concrete.

All Pipes or Culverts with inside diameters of 10 ft. (120in) or greater shall be designed using the current version of the AASHTO LRFD Bridge Design Specifications with Maine Modified HL-93 for Strength 1."

SECTION 604
MANHOLES, INLETS CATCH BASINS

604.04 Adjusting Catch Basins and Manholes**,**

Add the following paragraph to the end of 604.04 b:

The Department will allow the use of metal ring inserts set into the manhole top frame or composite risers placed beneath the manhole frame to adjust manhole slope and grade for paving projects. The use of metal ring inserts shall be in accordance with 604.04 d. Ring Insert Requirements. The use of composite risers shall be in accordance with 604.04 e. Composite Riser Requirements.

Add the following paragraph after the first paragraph of 604.04 c:

The Department will allow the use of metal ring inserts set into the manhole top frame or composite risers placed beneath the manhole frame to adjust manhole slope and grade for paving projects. The use of metal ring inserts shall be in accordance with 604.04 d. Ring Insert Requirements. The use of composite risers shall be in accordance with 604.04 e. Composite Riser Requirements.

Add the following sections to 604.04:

d. Ring Insert Requirements Ring inserts to adjust manhole top frame slope and grade will are allowed in accordance with the following requirements:

1) Materials

i. All ring inserts must be made of iron. *Multiple ring inserts will not be allowed.* The single ring insert may be any height up to a maximum of 2 inches tall.

ii. Ring inserts shall not be welded to the manhole frame to prevent brittle failure of the cast iron frame.

iii. Ring inserts shall be fastened to the manhole frame using liquid steel-filled epoxy such as Loctite Fixmaster Steel Liquid or equivalent. The epoxy shall be installed in accordance with the manufacturer's recommendations.

2) Where Ring Inserts May/May Not Be Used

i. MaineDOT will allow the use of a single manhole ring insert to raise manholes on state and state-aid highways.

ii. *Manhole ring inserts may not be used along state and state-aid highway sections where the speed limit is 40 miles per hour or more.* The standard brick and mortar or flat composite risers beneath the manhole frame must be used at these locations.

3) Construction Requirements For The Use of Iron Manhole Ring Inserts

i. Wherever iron ring inserts are used to raise manhole top elevations, the rings shall be fastened to the existing manhole frame using liquid steel-filled epoxy. The liquid steel-filled epoxy shall be placed evenly around the entire manhole frame before placing the ring insert. *Unbonded ring inserts will not be allowed.* If the manufacturer's recommended construction practices result in loose or unacceptable manhole cover restraint, standard brick and mortar or flat composite risers beneath the manhole frame must be used at these locations.

e. Composite Riser Requirements Flat or beveled, doughnut-shaped, composite risers placed beneath the manhole frame to adjust slope and grade are allowed. The composite riser shall be fastened to both the top of the concrete cone and bottom of the manhole frame with the manufacturer's recommended epoxy. Composite risers may be used at all locations on state and state-aid highways under any legal speed limit without restriction.

SECTION 606
GUARDRAIL

606.09 Basis of Payment Amend the first sentence of the eighth paragraph of this subsection by removing the word "meter" and replace it with "linear foot".

SECTION 608
SIDEWALKS

608.021 Sidewalk Materials Revise this section by removing the second paragraph which begins with "Portland cement concrete shall…" in its entirety and replace with **"Portland cement concrete shall be Class A and meet the requirements of Section 502, Structural Concrete."**

SECTION 609
CURB

609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections
Amend this section by adding the following paragraph to the end of it:
"The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the following is added to Standard Specification 609 – Curb"

609.02 Materials Amend this section by adding the following to it:

Portland cement and Portland Pozzolan Cement	**701.01**
Water	**701.02**
Fine Aggregate for Concrete	**703.01**
Coarse Aggregate for Concrete	**703.02**

The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, with a minimum designed compressive strength of 3000 psi Class Fill concrete.

609.10 Basis of Payment Revise by changing the fifth paragraph which begins with "There will be no separate payment…" this section by removing the word "cement" and replacing it with "**concrete fill, mortar**".

SECTION 619
MULCH

619.07 Basis of Payment Amend this section by adding the words "**; Bark Mulch and Erosion Control Mix will be paid for by the Cubic Yard;**" into the first sentence so that it reads:

"The accepted areas mulched will be paid for at the contract price per unit**; Bark Mulch and Erosion Control Mix will be paid for by the Cubic Yard;** which shall be full compensation for furnishing and spreading the hay or straw and mulch binder, cellulose fiber mulch, bark mulch or erosion control mix.

Revise the second sentence by removing " **for pay item 619.1201"** So that it reads:

"When Mulch is measured in Bales, each bale will be paid for at 60% of the contract price per Unit".

Revise this section by removing all pay items and replace them with the following:

619.12 Mulch	**Unit**
619.13 Bark Mulch	**Cubic Yard**
619.14 Erosion Control Mix	**Cubic Yard**

SECTION 621
LANDSCAPING

621.0002 Materials - General
In the list of items change "Organic Humus" to "**Humus**".

621.0019 Plant Pits and Beds

c Class A Planting
In the third paragraph beginning with " The plant pit…" change "½ inch" to "**1 inch**"

SECTION 626
FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS

626.02 General Amend the Material list by adding the following to the list:

Gravel Borrow	703.20

Revise the Material List by removing:

Prewired Conduit	715.04
Metallic Junction and Fuse Box	715.05

626.021 Miscellaneous Material Amend this section by adding the following to the end of it:

"**All concrete for concrete encasement of conduit shall be Fill Class concrete in accordance with the applicable requirements of Section 502 – Structural Concrete."**

Amend the third paragraph that begins with "If grouting is necessary…" by adding "**included on the Qualified Product List and**" after the word "material".

626.03 General Amend this section by adding the following section to the end of it

"626.0301 Electrical Supply Lines and Service Connections The following requirements shall apply to Electric Supply Lines and Service Connections feeding traffic signalization equipment control boxes and lighting breaker boxes.

Whenever possible, the meter and breaker panel feeding traffic signal control boxes or lighting control boxes shall be constructed within 30 feet of the service drop pole.

All underground service connections that are constructed in trenches and carrying Secondary Utility Power to a MaineDOT meter and breaker panel, or, directly to MaineDOT traffic signalization control cabinets or lighting breaker boxes shall be in Rigid Metal Conduit or concrete encased PVC conduit.

Where trenchless technologies are employed to install the service connection conduit, Schedule 120 PVC conduit shall be used for the trenchless bore section of conduit. In addition, concrete encasement shall be used for any PVC conduit placed in trench sections and carrying Secondary Utility Power more than 10 feet before or after the limits of the trenchless bore conduit.

The construction practices described above shall be used for service connections up to a maximum of 600 feet. There may be rare exceptional cases where the service connection must exceed 600 feet. In these cases, the power companies may require primary power be run over 600 feet for the purpose of power consumption and dependable service. These cases will be evaluated on a case-by-case basis for alternate power feed methods and/or the need for steel or concrete encased conduit."

626.031 Conduit Revise this section by removing the second paragraph which begins with "Trenches for conduits…" and replace it with the following:

"**Trenches for conduits shall be excavated to a width that will permit proper installation of the conduit and to a minimum depth of 3 feet below finish grade as measured from the top of the conduit. If deeper depths are required, the conduit shall be installed at the depth shown on the plans or as directed. Conduit shall not interfere with poles, guardrail posts, sign foundations or other objects."**

Amend the third paragraph which begins with "All junction or pull boxes…" by adding "**concrete, in accordance with the applicable requirements of Section 502 – Structural Concrete,**" after Class LP.

Revise the fifth paragraph which begins with "After the trench has been…" by adding the following to the end of it:

"**Where concrete encasement is required around the conduit, backfilling with approved material may begin adjacent to and above the encased conduit no sooner than 24 hours after concrete placement."**

Remove the following:

"**All underground conduit shall be placed to at least the depth shown on the plans and shall not interfere with poles, guardrail posts, sign foundations or other objects."**

Revise the paragraph beginning with "All conduit ends shall…" by removing "Prewired Conduit shall be sealed during construction to prevent entry of moisture, dirt, or rocks."

626.033 Polyvinylchloride Conduit Installation Amend the first paragraph of this section which begins with "Polyvinylchloride conduit and High Density…" by adding the following to the end of it:

"**In addition, PVC conduit used for Electrical Supply Lines and Services constructed as underground service connections in trenches and carrying Secondary Utility Power to a MaineDOT meter and breaker panel, or, directly to MaineDOT traffic signalization control cabinets or lighting breaker boxes shall be concrete encased. When trenchless technologies are used to install PVC conduit, concrete encasement shall not be required.**

Concrete encasement shall consist of a minimum of 4 inches of concrete above, below and on both sides of the conduit that shall have a minimum compressive strength of 3000 psi and a maximum aggregate size of 1-inch (Fill Class concrete). The concrete encasement may be backfilled no sooner than 24 hours after placement. "

"NON-METALLIC UNDER PAVEMENT CONDUIT INSTALLATION

Where noted on the drawings, non-metallic under pavement conduit of schedule 80 or greater rating shall be provided to facilitate conduit crossing of the existing highway and ramps without disruption to the existing highway and ramp pavement surface. The non-metallic under pavement conduit shall be hydraulically jacked or directional bored below the highway and ramp at a depth of not less than (36 inches). Under pavement conduit shall extend for a distance of (10 feet) beyond the highway or ramp edge at each side."

Amend the sixth paragraph which begins with "Where PVC conduit runs are…" by changing "3 inch minimum bedding" to "**6 inch minimum bedding**".

626.034 Concrete Foundations

Revise this section by removing the third paragraph which begins with "In the absence of Design Requirements…" in its entirety and replace with the following:

"In the absence of design requirements being provided on the plans, the Contractor shall prepare and submit the foundation design(s) to the Department for review. The Contractor may propose an alternate shallow spread footing or drilled shaft configuration/design than that set forth on the drawings. Design shall be in accordance with AASHTO LRFD Specifications for Structural Supports for Highway Sign, Luminaires and Traffic Signals,

current edition; AASHTO LRFD Bridge Design Specifications, current edition; and FHWA-NHI-10-016 Drilled Shafts, Construction Procedures and Design Methods, current edition. Where conflicting requirements occur, the more stringent requirements shall govern. In addition to other design requirements, foundation design shall account for Torsion for which a minimum Factor of Safety equal to 1.2 shall be achieved. In evaluating axial capacity and torsional resistance in cohesionless soils, load transfer coefficient or side resistance coefficient (beta, β) will be used in accordance with Subsection 13.3.5.1 of FHWA-NHI-10-016, with beta determined in accordance with Equations 13-13 and 13-11 for silty sands to sandy silts (with varying amounts of gravel). The design criteria for the resistance of drilled shaft and spread footing foundations against overturning, sliding and bearing capacity failure shall meet the requirements of Section 4 of AASHTO LRFD Bridge Design Specifications, current edition. The structural design of foundations shall meet the requirements of AASHTO LRFD Bridge Design Specifications, current edition. The Contractor shall submit to the Department for review, three (3) copies of detailed plans and calculations of the proposed design. Design shall be prepared and sealed by a Professional Engineer licensed in the State of Maine. Construction of foundation(s) shall not commence until the Department has reviewed the foundation design."

On Page 6-85, add the following paragraph before the paragraph beginning with "Drilled shafts shall not be…".

" No foundation design will be required for 18- and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. A foundation design prepared by a Professional Engineer licensed in accordance with the laws of the State of Maine will be required for all other foundations Precast foundations will be permitted for 18 and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. Where precast foundations are permitted flowable concrete fill shall be used as backfill in the annular space, and placed from the bottom up. Construction of precast foundations shall conform to the Standard Details and all requirements of Section 712.061 except that the concrete shall have a minimum permeability of 17 kOhm-cm and the use of calcium nitrite will not be required. "

On Page 6-86, Revise the paragraph beginning with "Concrete for drilled shafts…" so that a portion of it reads as follows:

"….The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. **Concrete for drilled shafts shall be placed in accordance with Section 502.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class LP in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section.** Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow….."

626.05 Basis of Payment Amend this section by removing the following paragraphs:

The one which starts with "Payment will be made for the total number of linear feet of prewired conduit…"
The one which starts with "Prewired conduit within the foundations…"

Amend this subsection by adding the following paragraph and Pay Items:

"**Payment will be made for the total number of linear feet of under pavement conduit actually furnished, installed and accepted at the contract price per linear foot. This price shall include the cost of: furnishing and installing the conduit; excavating; furnishing special backfilling materials, pull wire, fittings, grounding and bonding; test cleaning interiors of conduits and all materials, labor, equipment and incidentals necessary to complete the work**."

Pay Item		**PayUnit**
626.221	**Non-metallic Conduit, Concrete Encased**	**Linear Foot**
626.251	**Non-Metallic Under pavement Conduit (Schedule 80 or greater rating)**	**Linear Foot**

Remove the following Pay Items:

626.23	Prewired Conduit Secondary Wiring	Linear Foot
626.24	Prewired Conduit Primary Wiring	Linear Foot

SECTION 627
PAVEMENT MARKINGS

Revise this section by removing it in its entirety and replacing with the following:

627.01 Description This work shall consist of furnishing and placing reflectorized pavement lines and markings, removing pavement lines and markings, and furnishing and applying reflectorized paint to curbing in reasonably close conformity with the plans and as designated.

627.02 Materials Materials shall conform to the requirements specified in the following Sections of Division 700 - Materials.

Pavement Marking Paint	**708.03**
Reflectorized Plastic Pavement Marking	**712.05**

Temporary Bi-directional Yellow Delineators shall be Temporary Object Markers (T.O.M.) as manufactured by the Davidson Plastic Company, 18726 East Valley Highway, Kent, WA 98031 or an approved equal.

627.04 General All pavement lines and markings shall be applied in accordance with the latest edition of Manual on Uniform Traffic Control Devices.

Longitudinal lines placed on tangent roadway segments shall be straight and true. Longitudinal lines placed on curves shall be continuous smoothly curved lines consistent with the roadway alignment. All pavement markings placed shall meet the tolerance limits shown on the plans.

Unless otherwise shown on the plans, non-interstate lines shall be 4 inches wide and broken lines shall consist of alternate 10 foot painted line segments and 30 foot gaps. On controlled access divided highways and on the interstate system lines shall be 6 inches wide and broken lines shall consist of alternate 15 foot painted line segments and 25 foot gaps. Width tolerance shall be +/- ¼ inch.

Temporary pavement marking lines, defined in Special Provision Section 652, Maintenance of Traffic, Temporary Centerline, will be applied as many times as necessary to properly delineate traffic lanes for the safe passage of traffic. Bi-directional delineators may be used in place of temporary lines, except where specified otherwise in Special Provision 652 Maintenance of Traffic, Temporary Centerline. Delineators will be applied at 40 foot intervals.

In overnight lane closure areas that are not to be overlaid, temporary plastic lines or raised pavement markers shall be used through the length of the taper.

Newly painted lines, markings and curb shall be protected from traffic by the use of cones, stationary vehicles or other approved methods until the paint is dry.

627.05 Preparation of Surface Immediately before applying the pavement marking paint to the pavement or curb, the surface shall be dry and entirely free from dirt, grease, oil, or other foreign matter.

Surface preparation for application of plastic markings shall conform to the manufacturer's recommendations.

627.06 Application Prior to applying paint for final pavement lines, the Contractor shall perform a test for paint thickness by furnishing and placing a piece of smooth, clean metal with an area of at least 144 in^2 in the path of the striping truck. The striping truck shall be passed over the piece of metal, painting the surface as it passes, without applying beads. The result of this test will be used to determine the pressure setting and speed of the truck when applying paint to obtain the specified thickness. Additional paint thickness testing may be required on the final paint markings. The wet thickness of paint without beads on final pavement lines shall be a minimum of 16 mils.

On other final pavement markings and on curb, where the paint is applied by hand painting or spraying, application shall be in two uniform covering coats, each at least 10 mils thick. Before the second coat of paint has dried, the glass beads shall be applied by a pressure system that will force the glass beads onto the undried paint as uniformly as possible.

Glass beads shall be applied to the final and temporary pavement lines, marking and curb at a sufficient rate and in sufficient quantity to assure complete and uniform coverage of hand painted surfaces and achieve proper reflectivity.

Permanent and temporary white lines and markings shall have a minimum final reflectivity value of 250 millicandelas per square meter per lux (mcd/m²/lux) and permanent and temporary yellow lines and markings shall have a minimum final reflectivity value of 150 millicandelas per square meter per lux (mcd/m²/lux), as measured by the Department. Measurements taken to determine reflectivity shall be done within 4 weeks after final placement.

If the final reflectivity values are less than the described minimums, the Contractor shall repaint those areas not meeting required reflectivity at no cost to the Department. If the final reflectivity values are less than the described minimums after the second attempt, the Contractor will submit in writing a plan of action to meet the reflectivity minimums prior to continuing any work. Once the plan has been reviewed and approved by the Department, the Contractor shall re apply at no cost to the Department.

Temporary painted lines and markings shall be applied as specified for permanent painted lines, except that the thickness shall be a minimum of 16 mils.

Temporary pliant polymer marking material shall be used for temporary markings on the final pavement and on pavements not to be resurfaced when such pavement markings do not conform to the final pavement markings pattern.

The plastic final pavement lines and markings shall be applied in accordance with the manufacturer's recommendations by the inlay method of application.

627.07 Establishment Period Inlaid plastic pavement lines and marking material furnished and installed under this contract for final pavement markings shall still be subject to a six-month period of establishment.

The period of establishment shall commence as soon as the plastic pavement lines and markings are complete and in place and shall continue for six months. At the end of the establishment period, a minimum of 95% of the plastic pavement lines and markings shall still be in place to be acceptable.

If less than 95% of the plastic pavement lines and markings are in place after six months, the Contractor shall replace all unsatisfactory plastic pavement lines and markings on the project without additional payment. Plastic pavement lines and markings designated for replacement shall be installed according to these specifications, unless otherwise directed. Plastic pavement lines and markings replaced at the end of the six month establishment period will not be subject to a further establishment period.

627.08 Removing Lines and Markings **When it is necessary to remove pavement lines and markings, it shall be done by high pressure water, grinding or other approved acceptable means. The method chosen must be capable of completely eradicating the existing line or marking without excessive damage to the pavement. Burning and the use of solvents to remove temporary markings from final pavement or from existing pavement not to be resurfaced will not be permitted.**

627.09 Method of Measurement **The quantity of pavement marking lines identified in the contract as a plan quantity pay item, the measurement of payment will be the number of feet shown in the Schedule of Items. This quantity will be considered final and no adjustments will be made except when changes resulting in increases or decreases are made by the Resident.**

The accepted quantity of temporary or permanent pavement marking lines when identified in the contract as a linear foot item shall be measured and paid for at the contract unit price per linear foot for the total amount applied and accepted.

Double yellow centerline, broken or solid, will be considered one line for measurement purposes. The measurement of broken lines will include the gaps when painted and will not include the gaps when plastic. Double Yellow Centerline, broken or solid shall not be paid through intersections or side roads and will be paid for the actual length of painted line.

Broken white lines will include the gaps when painted and will not include the gaps when plastic inlaid pavement lines are applied. Yellow or white solid edge lines and will not be paid through intersections or side roads and will be measured by the actual length of painted line.

Temporary pavement marking lines shall not be paid through intersections or side roads and will be measured per linear foot of actual length of painted and accepted.

Reflectorized curb will be measured or computed by the square foot of curb surface actually painted and reflectorized.

The accepted quantity of removing existing pavement markings will be measured by the square foot.

Temporary Bi-directional Yellow Delineators will be measured by each unit, complete in place, maintained, and accepted.

627.10 Basis of Payment **The accepted quantity of pavement marking lines identified in the contract as a plan quantity pay item will be paid for at the contract unit price for plan quantity. No adjustment will be made to the quantity for payment, except as described 627.09 Method of Measurement**

The quantity of permanent or temporary pavement marking lines identified in the contract paid by the linear foot will be measured for payment as described under section 627.09 Method of Measurement.

All other permanent pavement markings will be paid for at the contract unit price per square foot in accordance with 627.09 Method of Measurement.

If allowed by Special Provision, the Contractor may utilize Temporary Bi-Directional Yellow and White (as required) Delineators. When utilized, payment will be made as temporary pavement marking lines, measured and paid at the contract unit price per linear foot. Such payment will include as many applications as required and removal.

Payment for final plastic pavement lines and markings will be made in two parts. The first payment of 75% will be made when plastic pavement lines and markings are placed. The payment of the remaining 25% will be made at the end of the establishment period for all plastic line and pavement markings accepted.

The accepted quantity of any pavement marking lines will be paid for at the contract unit price and will include as many applications as required and removal when required.

The accepted quantity of Temporary Bi-directional Yellow Delineators will be paid for at the contract unit price.

Payment will be made under:

Pay Item		Pay Unit
627.18	12 inch Solid White Pavement Marking Line	Linear Foot
627.711	White or Yellow Pavement Marking Line - Plan Quantity	Linear Foot
627.733	4" White or Yellow Painted Pavement Marking Line	Linear Foot
627.744	6" White or Yellow Painted Pavement Marking Line	Linear Foot
627.75	White or Yellow Pavement & Curb Marking	Square Foot
627.77	Removing Existing Pavement Marking	Square Foot
627.78	Temporary 4" Painted Pavement Marking Line, White or Yellow	Linear Foot
627.781	Temporary 6" Painted Pavement Marking Line, White or Yellow	Linear Foot
627.407	Reflectorized Plastic, White or Yellow Pavement Marking	Square Foot
627.4071	Reflectorized Plastic, White or Yellow Pavement Marking Line - Plan Quantity	Linear Foot
627.811	Temporary Bi-directional Yellow Delineators	Each

SECTION 634
HIGHWAY LIGHTING

Revise this section by removing this section in its entirety and replace with the following:

634.01 Description This work shall consist of furnishing and installing a highway lighting system or modifying or removing an existing highway lighting system, including the design of

Light Standards, in accordance with these specifications and in reasonably close conformity with the plans.

634.02 General **All material furnished by the Contractor shall be new unless otherwise specified. Substitutes for specified material may be accepted, upon approval of the Fabrication Engineer. Substitutes shall provide equal or better service. Where an existing system is to be modified, the existing material shall be removed, upgraded, or disposed of as shown on the plans or as directed.**

All electrical equipment shall conform to NEMA, UL, or EIA standards, wherever applicable. In addition, all materials and workmanship shall conform to the requirements of the NEC, the local electrical Utility Company, and all local ordinances, which may apply.

634.021 Materials **Materials shall meet the requirements specified in the following Section of Division 700 - Materials:**

Steel Conduit	**715.02**
Non-metallic Conduit	**715.03**
Prewired Conduit	**715.04**
Metallic Junction and Fuse Box	**715.05**
Secondary Wiring	**715.07**
Luminaires, Lamps and Ballast	**715.08**
Luminaires, Lamp and Ballast for High Mast Lighting	**715.09**
Photo Electric Control	**715.10**
Service Equipment	**715.11**
Lowering System for High Mast Lighting	**715.12**
Aluminum Supports	**720.01**
Aluminum Mast Arm and Bracket Arm	**720.02**
Steel Supports	**720.03**
Steel Mast Arm and Bracket Arm	**720.04**
High Mast Light Standard	**720.05**
Steel H-beam Poles	**720.06**
Anchor Bolts	**720.07**
Wood Ornamental Light Standard	**720.09**
Wood Utility Pole	**720.10**
Mast Arm for Wood Utility Pole	**720.11**
Breakaway Devices	**721.01**

Transformer enclosures shall conform to NESC requirements. They shall be approximately 46 inches high, 42 inches wide and 42 inches deep. Dimensions should be verified with the electrical Utility Company before ordering. Clearances shall be provided as required by the NESC. The enclosure shall be painted inside and outside with one coat of red iron-oxide primer and a finish coat of gray baked enamel. Doors shall be furnished with padlock lugs.

The electric portable power unit shall be a heavy-duty reversing electric motor for the voltage and frequency shown on the plans and shall have a remote control.

The following are the minimum requirements for the high mast lighting lowering system:

Ball bearing motor
Grounded frame
Torque limiter
Power unit mounting frame
Coupling to winch drive shaft
Remote control unit with cable
Cable with twist lock receptacle and plug for operator of power unit

All bolts for mounting lighting fixtures under bridge structures shall conform to the requirements of ASTM A307. These bolts and other fastening hardware shall be hot-dipped galvanized in accordance with ASTM A153.

Screened sand for bedding and covering direct buried cables shall meet the requirements of Section 703.14, except that there shall be 0-10% passing the No. 200 sieve.

634.022 Equipment List and Drawings **Unless otherwise permitted in writing, the Contractor shall submit for review a list of equipment and materials which is proposed to be furnished. The list shall include the name of manufacturer, size, and identifying number of each item and other necessary data, including detailed scale drawings, wiring diagrams of special equipment and any proposed minor deviations from the plans. If requested, the Contractor shall submit sample articles of the material proposed for use. All of the above data except sample articles, shall be submitted in duplicate. Following checking, correction, and approval, not less than two complete sets of approved drawings shall be submitted. The Department will not be liable for material purchased, labor performed, or work delayed before such review. Where electrical equipment is to be constructed as shown on the plans, the submission of detailed drawings and diagrams will not be required.**

Upon completion of the work, the Contractor shall submit three complete sets of corrected plans showing all construction changes.

634.023 Miscellaneous Material **Insulating tape shall be of the self-bonding type. Jacket tape shall be of the water-resisting type. Friction tape shall be rubber-impregnated, woven cotton fabric.**

634.024 Light Standards **The terms "conventional standard" or "conventional light standard" shall mean the assembled metal base flange, transformer base or breakaway device, metal columnar shaft, metal overhanging bracket arm and incidental hardware.**

The term "high mast pole" shall mean the assembled base plate flange, metal columnar shaft, luminaire tenon, mounting and lowering device and incidental hardware. For purposes of this specification, a structure shall be considered a high mast pole if the pole height, from base plate to the center of the luminaire, exceeds 55 feet.

The design, materials and fabrication of Light Standards shall meet the requirements of the current edition of AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" and interims thereto, as noted below except as otherwise indicated within these specifications or on the plans.

Light Standards with a luminaire mounting height in excess of 55 feet (high mast pole) shall be designed using the following criteria:

- **Basic wind speeds based on a 1700-year mean recurrence interval**
- **K_z as specified in Table C3.8.4-1 (Height and Exposure Factors)**
- **K_d as specified in Table 3.8.5-1 (Directionality Factors)**
- **G as 1.14, minimum (Gust Factor)**
- **C_d as specified in Table 3.8.7-1 (Wind Drag Coefficients)**
- **Fatigue Importance Category I with V_{mean} having a range of 9 mph < V_{mean} ≤ 11 mph.**

Light Standards with a luminaire mounting height of 55 feet or less shall be designed using the following criteria:

- **Basic wind speeds based on a 700-year mean recurrence interval**
- **K_z as specified in Table C3.8.4-1 (Height and Exposure Factors)**
- **K_d as specified in Table 3.8.5-1 (Directionality Factors)**
- **G as 1.14, minimum (Gust Factor)**
- **C_d as specified in Table 3.8.7-1 (Wind Drag Coefficients)**
- **Fatigue analysis is not required**

For structural design purposes the luminaire mounting height for roadside installation is defined as the distance from the center of luminaire to the base plate bottom. For Light Standards mounted on structures and approaches to structures, the luminaire mounting height shall be defined and measured as the distance of the center of the luminaire to one of the following:

a. For bridges over bodies of water **Above the prevailing water level or, in the case of tidal waters, above mean high tide.**

b. For overpass structures **Above the lower roadway level.**

c. For approach ramps **Above the average adjacent ground level, if said ground level is more than 10 feet below the base of the light standard.**

The design weight of luminaires shall be 60 pounds with an effective projected area of 2.5 ft², except that pole top-mounted luminaires shall have an effective projected area of 5.0 ft².

Light Standards mounted on a bridge structure or Light Standards fabricated with aluminum shall be equipped with an approved damping or energy-absorbing device.

Deflections of Light Standards and bracket arms shall be limited as follows:

a. Conventional Light Standards shall be able to support a 500 pound transverse load, applied at 18 inches below the pole top with a maximum deflection of 5% of the nominal pole length. A computer simulation or detailed computation using Service I load combination (as specified in the AASHTO LRFD Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals) establishing a maximum of 7% deflection of the nominal pole length may be used as an alternate method.

b. Bracket arms shall be able to support a horizontal load, perpendicular to the axial vector of the arm, of 50 pounds and a concurrent vertical load of 100 pounds, both loads applied at the luminaire tenon, without developing a measurable permanent set.

c. High mast Light Standards shall have a maximum deflection of 7% of the nominal pole length under full design load when equipped with four luminaires.

Conformance to the above deflection criteria for Light Standards, bracket arms and high mast Light Standards shall be substantiated by detailed computations or computer simulation, accompanied by written methodology, or actual tests on materials produced for delivery under a Maine Department of Transportation contract.

The base plates of Light Standards shall have workable leveling nuts beneath and above them with flat washers against both nuts, when erected. The distance between the bottom of the base plate and top of the foundation shall not exceed twice the diameter of the anchor bolts. Grout, or other material, shall not be placed between the base plate and foundations.

Approval for deviations from the plans and/or specifications shall be requested in writing and shall be approved by the Fabrication Engineer before being incorporated in the manufacturer's drawings. Requests for substitution for all specified material shall be submitted in writing with full documentation (specifications, mill certifications, etc.) enabling the Department to evaluate the proposal.

A Certificate of Compliance shall be provided for all applicable materials noted in Section 634.021 – Materials, in accordance with the requirements of the General Statement of Division 700 Materials. Shop certification in accordance with Section 504.04 is required.

634.025 Conventional Light Standards **After execution of the contract for conventional Light Standard(s), and before any shop work is commenced, the Contractor shall submit for approval the manufacturer's drawings of all standards and accessories proposed to be furnished and erected under this contract. The drawings shall be of sufficient detail to indicate material and/or dimensional conformance with these specifications and the plans. Each drawing shall contain a reference to the design criteria and certification that the design criteria have been met for the Light Standards, including bracket arms and associated hardware, fittings and breakaway devices, as submitted. A Professional Engineer licensed in accordance with the State of Maine regulations shall sign the certification under their official seal. The drawings shall use the same units as found in the project plans.**

It is the intent of these specifications that the Contractor shall be fully responsible for the adequacy of the sizes, wall thickness, materials and connections of the Light Standards, including bracket arms and associated hardware, fittings and breakaway devices. Approval of the drawings will signify only approval of the material(s), mounting heights(s) and bracket arm length(s).

634.026 High Mast Light Standard **For all high mast Light Standards, as defined in this Section, the Contractor shall submit for approval, in addition to the manufacturer's drawings, 3 sets of the design computations, including fatigue considerations consistent with AASHTO requirements. Approval of the drawings and computations will signify approval of all structurally significant details of the Light Standard and if any, the luminaire mounting and lowering device. All drawings and computations shall be signed by a Professional Engineer licensed in accordance with the State of Maine regulations. Approval will be based on the applicable provisions of Section 105.7.**

The shaft shall be provided with an equipment access opening approximately 2 ft^2 and centered approximately 2 feet above the base. The access opening shall be reinforced to maintain the full design strength of the shaft and shall be provided with a hinged, removable, access door equipped with a vandal proof means of being locked in place. A positive means of internal grounding shall be provided inside of the access door.

All shaft sections shall be one plate thickness, except that a doubler plate may be used around the equipment access opening. The walls of polygonal shafts shall have an inside corner radius to wall thickness ratio not less than 2.

The Contractor may propose a galvanized and painted pole, in lieu of using weathering type steel. The steel shall be a base metal listed in the current edition of the AWS Structural Welding Code, D1.1. Paint color will be designated by the Fabrication Engineer. Galvanizing and surface preparation shall be in accordance with Section 504 and paint shall be a two-coat

system designed for use on galvanized surfaces approved by the Engineer. The Contractor shall supply sufficient additional coating material and instructions for touchup work.

634.027 Breakaway Supports Breakaway supports, approved by the Engineer, shall be supplied for use at all locations designated as breakaway. Breakaway Support Certification of both breakaway and structural adequacy shall be provided by the Manufacturer. Design calculations or test data of production samples to support certification shall be provided. Breakaway support components shall provide the same or greater structural strength than the support post or pole utilizing the breakaway device. Breakaway couplings shall not be used in conjunction with transformer bases. Breakaway devices must include a reaction plate connecting all anchor bolts under the breakaway device. Poles containing conductors must contain a fusible breakaway device disconnecting all ungrounded conductors simultaneously

Breakaway devices are subject to the applicable provisions of Section 721 - Breakaway Devices.

634.03 General The location of the roadway lighting systems and other incidental work will be shown on the plans. They are diagrammatic only, but shall be followed as closely as actual conditions at the site and the work of other Contractors will permit. As the work progresses, the drawings may be revised or supplemented by the Resident, and the Contractor shall perform the work required by such revisions or supplements without additional compensation, except as provided in Section 109.

Work shall be scheduled to assure that each highway lighting system shall be completed and ready for operation upon completion of the corresponding section of the roadway or as specified in Special Provision 107.

Before proceeding with any work under this Contract, the Contractor shall conduct continuity and insulating tests to establish the integrity of cable runs already in place. The Contractor shall report all cable faults to the Resident. In cases faults are located while contract work is in progress and the Contractor does not report them, the Contractor will be responsible for correcting those faults without extra compensation.

634.031 Foundations Foundations for Highway Lighting shall meet the requirements of Section 626 – Foundations, Conduit, and Junction Boxes for Highway Lighting, Traffic Signals, and Highway Lighting.

634.04 Cable Installation The Contractor shall pull all wires through conduits without overstressing or stretching any wire or scoring, cutting, twisting or damaging the protective covering or insulation. When pulling cable into conduits, if the strain on the cables is likely to prove excessive, the Contractor shall use soapstone powder or listed cable pulling lubricant as a lubricant. Where two or more cables are to occupy the same conduit, they shall be drawn in together and kept parallel to each other by the use of a pulling head. No aluminum wire shall be installed underground for primary and secondary wiring.

Both ends of each length of cable shall be sealed to prevent the entrance of moisture during shipment or during outdoor storage. Defective and damaged cable will be rejected and shall be replaced at no cost to the State.

Secondary wiring shall be installed as shown on the plans. Secondary wiring shall not be spliced underground. Splicing shall only occur in above ground hand holes and transformer bases. The wire for secondary circuits, which is pulled through ducts, shall be fed slack from the feed end. Secondary wiring being pulled through a junction box shall be provided with enough slack for the center of the cable to be positioned a minimum of one (1) foot outside the top of the junction box

Cables in junction boxes shall be provided with enough slack for the center of the cable to be positioned a minimum of one (1) foot outside the top of the junction box and shall be arranged as directed. After cables have been installed, the end of each section of cable in Light Standards and panel boxes shall be carefully sealed with DAC Heavy Duty KWIK Foam Polyurethane Sealant, Minimum Expanding or an approved equal. Sealant shall penetrate a minimum of four (4) inches into the conduit. All wiring shall be finished to provide a neat and orderly appearance. Ends of cable not connected to any device shall be insulated and sealed.

There will be no underground splicing of power conductors.

The trench for direct-buried cable shall be excavated to the width and depth shown on the plans or as directed.

Placement of the sand bedding shall be coordinated with the installation of the cables. After the cables and screened sand have been placed, the remainder of the trench shall be promptly backfilled with selected excavated material. Surplus material shall be disposed of as directed and the surface of the trench shall be loamed and seeded in accordance with Sections 615 and 618.

When connecting sockets, outlets and other similar equipment, the most accessible bare parts of each piece of equipment shall be connected to the grounded neutral. In order to ensure this has been done, each piece of equipment shall be tested after installation, under the supervision of the Resident, with a test lamp or other instrument, one leg of which has been connected to a definite ground, or by other approved means of testing.

All cables in junction boxes and Light Standards shall be tested for circuit connections, which shall be in conformity with those indicated on the plans. After verification of circuit connections, all cables in junction boxes, light standards and service panels shall be provided with individual metal tags, die-stamped with a phase designated A or B, as applicable. The tags shall be securely attached to the cables.

Splices to form continuous circuits shall be made by the Contractor and will only be permitted in accessible above ground locations. All other splices shall be made with approved crimp-type connectors.

Conductors shall not be pulled into conduit until pull boxes are set to grade, crushed rock sumps installed, grout placed around the conduit, concrete bottom of pull boxes placed and the metallic conduit bonded.

Where roadways are to remain open to traffic and existing lighting systems are to be modified, the existing lighting system shall remain in operation and the final connection to the modified circuit shall be made so that the modified circuit will be in operation by nightfall of the same day.

634.05 Erecting Light Standard To provide continuously aligned lamp post installations, Light Standards shall be located in accordance with the details governing the spacings and setbacks shown on the plans, unless otherwise directed.

The bracket arms shall be set normal to the edge of the roadway, unless otherwise directed. The bracket shall be assembled and attached to the shaft before the light standard is erected. If it is anticipated that there will be a period in excess of 24 hours between the erection of the Light Standards and the installation of the luminaires, the Contractor shall install a weight, weighing between 50 to 75 pounds, at the outboard end of each bracket arm. This weight shall be designed and fastened in such a way that it will not pose a hazard to persons or vehicles passing beneath it.

Light Standards shall be erected in a vertical position, with a maximum deviation from the vertical of ¼ inch in 5 feet, using either the leveling nuts provided with the anchor bolts or the breakaway couplings. Once the Light Standard is in its final position, the top nuts shall be tightened as follows:

a. Anchor Bolts with Breakaway Couplings The manufacturer's recommendation shall be used.

b. Anchor Bolts without Breakaway Couplings the nut shall be tightened to snug tight condition by utilizing the full effort of a worker using a standard spud wrench or comparable tool. After all nuts have been brought to a snug tight condition, each nut shall be tightened an additional 1/3 turn using an impact wrench, torque wrench or large crescent wrench.

A minimum of 2 bolt threads shall project beyond the outside face of the nut.

Nuts for bolts other than anchor bolts shall be tightened as outlined under b. above, for anchor bolts.

The bottom of all transformer bases shall be coated with a bitumen-mastic, epoxy paint.

When foundations and anchor bolts for Light Standards have been installed by others, the Contractor shall verify the anchor bolt dimensions at each location so that bases will be furnished with the proper bolt holes.

Wires in the shaft shall be supported with a Kellum-type, braided, strain-relief grip attached to a "J" hook mounted inside the shaft near the top.

Wood Ornamental Light Standards shall be installed as shown on the plans.

634.051 Removing Light Standards Before removing Light Standards, the luminaires shall be removed from the Light Standards and disposed of as noted on the plans.

Care shall be exercised in removing and transporting the Light Standards. The Contractor will be required to replace, at their expense, all equipment damaged or destroyed by their operations.

634.052 Portable Power Unit for Lowering Luminaires The number of portable electric power units with remote control required for operation of the high mast luminaire lowering system, will be 1 for every 10 high mast poles, or as shown on the plans.

634.06 Luminaires Luminaires shall not be installed until the lamp socket position has been inspected and approved for conformance with the manufacturer's recommended position for the specified distribution. All luminaires shall be adjusted to produce the maximum illumination on the roadway surface and shall be full IES cutoff.

The connections between the luminaires and connector kits shall be made with single conductor, number 12 wires AWG copper stranded THHN, minimum size. A 14 inch long Teflon sleeve shall be placed over each end of each conductor in the luminaire.

Installation of a connector kit, fused or non-fused, shall be in accordance with the manufacturer's instructions to provide watertight connections.

634.061 Under-Bridge Lighting Under-bridge lighting shall be installed in accordance with the plans and specifications, or as directed.

Circuits shall be fused in fuse boxes with 5-ampere cartridge-type, midget fuses, ⅜ inch diameter and 1½ inches long, unless otherwise indicated on the plans. Wiring connections in the under-bridge lighting units shall be made with 300°F wire.

All under bridge lighting, luminaires shall be installed and adjusted for maximum illumination of the roadway surface. The beam angle shall be adjusted as indicated on the plans.

In vehicular undercrossings, underpass lights shall be placed in operation as soon as practicable after falsework has been removed from the structure. Lighting for pedestrian structures shall be placed in operation before opening the structure to pedestrian traffic.

634.08 Service The Contractor shall install metal conduit riser with entrance cap, entrance switch, multiple control relay, and other equipment as shown on the plans.

The lighting system will be supplied with electrical power by the local power company. The type of service will be single phase, three wire, 240/480 volt or the voltage indicated on the plans, 60 hertz, alternating current. The meter trim will include a bypass handle to allow the power company to change the meter without disconnecting the power. An external, standalone breaker capable of shutting off the lighting control cabinet or signals will be provided to disconnect power to the control cabinet. No power shall be routed in or out of the control cabinet before this breaker The power company will make all connections of the roadway lighting system cables at the power company's service pole. The Contractor shall notify the power company at least two weeks in advance of the time they intend to start construction at each of the sites and shall make all necessary arrangements with the power company for the required installation.

Roadway lighting cabinets shall be installed on stub poles with doors accessible from the roadway. All connections to equipment and terminals shall be neat and orderly conforming to the requirements specified.

Details for the fabrication and installation of service poles with cabinets and other equipment are shown on the plans.

Transformer enclosures used to protect overhead type transformers mounted on concrete pads shall be installed as shown on the plans. Transformers will be furnished by the power company.

All meter mounting devices shall be installed so that the meters will be upright (plumb). They shall be installed with the top of the meter not less than 48 inches nor more than 60 inches from the floor to the final grade. Exceptions to this height requirement will be made where special permission has been given to install group or modular metering, overall metering enclosures, or pole-mounted meters. Level grade shall be maintained for a minimum of 3 feet in front of the meter enclosure to provide a safe working space. In order to meet this requirement on uneven terrain, as an option, the Contractor may install a pressure-treated wood platform.

For any non-residential (industrial or commercial) self-contained meter socket the by-pass requirements are single phase, 100 or 150 amp, single handle lever operated.

The Contractor shall meet all requirements and regulations of Utility Companies when installing equipment on their poles and for the service connection. It is the responsibility of the Contractor to contact the appropriate Utility to determine their specific requirements.

634.081 Bonding and Grounding **All metal conduit ends, Light Standards, luminaires, control cabinets, and exposed noncurrent carrying metal parts of fixed equipment shall be connected to the grounding conductor. All grounding and bonding shall conform to the current provisions of the NEC.**

634.09 Testing **Before acceptance of the work the Contractor shall cause the following tests to be made on all lighting circuits, by a licensed electrician. The tests do not need to be performed in the presence of the Resident, but the test results shall be recorded on the Highway Lighting Quality Control Check List and submitted to the Resident by the Contractor for acceptance. The form shall be signed by the licensed electrician certifying that the highway lighting meet the requirements of section 634.09.**

a. Continuity **Each circuit shall be tested for continuity.**

b. Ground **Each circuit shall be tested for grounds.**

c. Resistance **The resistance to ground on non-ground conductors shall be at least five megaohm at 60°F measured with a 1,000 volt megger. The ground resistance shall not be more than 25 ohms.**

d. Voltage **Voltage readings shall be made at each service pole, in the load contractor, with load and without load, and at each fixture with load.**

e. Current **Current readings shall be made on the load side of each load contractor phase and neutral. Readings shall be made at night with lighting systems in normal operation.**

f. Test Data **Electrical test data obtained from the above tests shall be furnished in writing.**

g. Operational Test **The Contractor shall conduct an operational test for the completed installation under normal operating conditions. This operational test shall have a duration of not less than two full days. The Resident shall be the sole authority to judge the adequacy of the length of the testing period in order to assure the satisfactory operation of the entire system or any of its sections. The work will not be accepted until the operational test has been successfully completed.**

h. Functional Test **With all equipment connected to the wiring system, a functional test shall be performed by the Contractor, in the presence of the Resident, to demonstrate that the system and all parts thereof function as specified. All defective materials or faulty installations shall be corrected by repairs or replacements by the Contractor to the satisfaction of the Resident at no additional cost.**

Lighting circuits shall be subjected to such other tests as may be required and it shall be the responsibility of the Contractor to ascertain what tests are required and to perform these tests in the presence of the Resident. All tests shall be performed at the expense of the Contractor. Cost for power to conduct tests shall be paid by the Contractor.

634.091 Acceptance **All systems shall be complete and in operation to the satisfaction of the Resident at the time of acceptance of the work.**

The Contractor shall be responsible for the proper performance in service, in whole or in part, of the various lighting systems and all other electrical installations furnished and installed under this Contract and shall correct, at their own expense, all deficiencies in the operation which may arise prior to acceptance of the work. The Contractor shall be responsible for the cost of power until the work is accepted.

634.092 Method of Measurement **Highway lighting system will be measured by the lump sum.**

Light Standards will be measured by the single unit, complete in place and accepted.

The quantity of luminaires for high mast lighting will be measured by each single unit.

634.093 Basis of Payment **The accepted quantity of Light Standards will be paid for at the contract unit price each for the number of units of the respective types. Payment shall be full compensation for the Light Standard and breakaway transformer base or breakaway device, bracket arm and all incidentals necessary to complete the work, including design of the Light Standards. Conduits, junction boxes, and foundations will be paid for under Section 626.**

Payment for furnishing and installing luminaires for high mast lighting will be made for the accepted quantity at the contract unit price each, which shall include luminaire, ballast, lamp, and incidentals necessary to complete the work, including design of the high mast lighting.

The accepted highway lighting system will be paid for at the contract lump sum price for the complete lighting system shown on the plans, except that luminaires for high mast lighting and Light Standards will be paid for at the contract unit price each.

Lump sum payment for highway lighting system shall be full compensation for furnishing, installing and erecting: ballast, lamps, wiring in underground conduit, pole wiring, and all other wiring (except prewired conduit), transformer enclosures, luminaires (except luminaires for high mast lighting), break-away devices when applicable, all identification tags, and all materials, labor, equipment, tools, miscellaneous hardware and incidentals necessary to complete the work. Payment shall also include removing and resetting light standards, installing breakaway devices on existing poles, disposing of unused light standards, as noted on the plans, and for furnishing portable electric power units.

No separate payment will be made for bonding, grounding and ground rods; these costs shall be included in the contract price for conduit, light standards, service panels, or other items requiring bonding and grounding.

Trenching for direct buried cable will be incidental to highway lighting system and shall include excavating, furnishing and placing screened sand and backfilling.

Payment will be made under:

Pay Item		Pay Unit
634.160	Highway Lighting	Lump Sum
634.164	Luminaires for High Mast Lighting	Each
634.2041	Luminaires	Each
634.206	Light Standard for Post Top Luminaire	Each
634.207	High Mast Light Standard	Each
634.209	Wood Ornamental Light Standard	Each
634.210	Conventional Light Standard	Each

SECTION 639
ENGINEERING FACILITIES

Revise this section by removing this section in its entirety and replace with the following:

639.01 Description **This work shall consist of providing, erecting, lighting, equipping and maintaining buildings to be solely used by the Resident and other assigned Department representatives as a field office. Upon completion of the work, the buildings and equipment shall remain the property of the Contractor.**

639.02 Materials **Materials for buildings shall be of good quality customarily used in standard frame house or office trailer construction.**

639.03 General **The building of the type called for shall be provided before the start of work, and shall remain until work is completed and accepted, unless earlier removal is authorized. The location shall be approved by the Resident and should be adjacent or virtually adjacent to the Project.**

A fire extinguisher shall be provided in each building or office trailer for electrical and chemical fires and effective on all solvents used in the building.

Walls, roof, floor, windows, and doors shall be tightly constructed to the required area.

Furnishings shall be supplied as called for. Doors shall be equipped with locks and all keys shall be in the possession of the Resident. Windows shall be equipped with latches so they may

be locked on the inside. Window screens and screen doors shall be supplied when necessary. Adequate desk and desk space shall be provided. If a portable table is supplied, it should be adjustable to accommodate the various heights of employees. A 5-way adjustable office chair shall be provided in the quantities listed.

639.04 Field Offices **Field Offices are designated Type A, Type B, or Type C. Buildings, including trailers, may be provided if they substantially equal or exceed the following requirements. Air conditioning, appropriate to the building size, shall be provided in all field offices.**

The walls, roof, and floor of the building shall be completely insulated with a minimum insulation value of R-15. Office trailers shall be either new or in very good used condition. The interior walls shall be covered with suitable wall paneling. The entire office trailer shall be for the exclusive use of the Resident. The office trailer shall be winterized and completely enclosed at the bottom, if the trailer will be used in cold weather.

Other types of buildings and facilities may be furnished of equal or better quality.
A public work area will be provided in the field office that shall be designed and constructed so that individuals with disabilities can approach, enter, and exit this area.

At least one accessible route to the field office shall be provided from accessible parking. The accessible route shall comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and this specification.

The minimum clear width of an accessible route shall be 36 inches except at doors. The least possible slope shall be used for an accessible route. An accessible route with a running slope greater than 1:20 shall be considered a ramp. Maximum ramp slope is 1:12. The maximum rise for any run of a ramp shall be 30 inches and the minimum clear width shall be 36 inches. Nowhere shall the cross slope of an accessible route exceed 1:50. Changes in level up to ¼ inch may be vertical and without edge treatment. Changes in level between ¼ inch and ½ inch shall be beveled with a slope no greater than 1:2. Ramp floor surfaces shall be stable, firm, and slip-resistant.

Ground floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, and slip-resistant.

The main door to the public work area shall have a minimum clear opening of 32 inches with the door opened 90 degrees, measured between the face of door and the opposite stop. Minimum maneuvering clearances at doors shall be provided. The floor or ground area within the required clearances shall be level and clear.

The handle and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping. Lever-operated mechanisms push type mechanisms, and U-shaped handles are acceptable designs. Hardware required for accessible door passage shall be mounted no higher than 48 inches above finished floor.

A minimum of 3 parking spaces will be supplied for Class B & C Field Offices and 6 for Class A. One wheelchair accessible parking space shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance.

Level landings shall be provided at bottom and top of each run. The landing shall be at least as wide as the ramp run leading to it with a minimum length of 60 inches.

If a ramp run has a rise greater than 6 inches or a horizontal projection greater than 72 inches, then it shall have handrails on both sides. Handrails shall have the following features:

1) Handrails shall be provided along both sides of ramp segments. The inside handrail on switchback ramps shall always be continuous.

2) If handrails are not continuous, they shall extend at least 12 inches beyond the top and bottom of the ramp segment and shall be parallel with the floor or ground surface.

4) The clear space between the handrail and the wall shall be 1½ inch.

5) Gripping surfaces shall be continuous.

6) Top of handrail gripping surfaces shall be mounted between 34 and 38 inches above ramp surfaces.

6) Ends of handrails shall be either rounded or returned smoothly to floor, wall, or post.

7) Handrails shall not rotate within their fittings.

8) The diameter or width of the gripping surfaces of a handrail shall be 1¼ to 1½ inch, or the shape shall provide an equivalent gripping surface.

Firm and sturdy steps shall also be provided with 7 inch maximum riser and 11 inch minimum depth, and at least one handrail extending from the top of the steps to a minimum 12 inches beyond the bottom of the steps.

The Contractor will make reasonable effort(s) to provide wheelchair accessible toilet facilities when "portable" facilities are provided.

The Contractor shall provide wheelchair accessible toilet facilities when flush type facilities, that is, those with running water, are provided; and the Contractor shall provide wheelchair accessible portable facilities, if used, when the contract duration exceeds two continuous construction seasons.

In addition to the facilities previously specified in this subsection, each field office shall meet the following minimum requirements:

Description	Quantity		
	Type A	Type B	Type C
Floor Area (Outside Dimension) - ft^2	312	220	125
Inside Wall Height – feet	7	7	7
Window Area - ft^2	55	35	35
Drafting Table Surface Area - ft^2	15	15	15
Drafting Stools - each	2	1	1
Office Desks - each	2	1	1
Ergonomic Swivel Chairs -ea (5-way adjustable)	3	2	2
Folding Chairs - each	3	2	2
Lighting Units - each	4	2	2
Electric Wall Outlets - each	6	4	3
Power Strip Surge Protectors - each	3	2	1
Wall Closets - each	1	1	1
Plan Rack for minimum of 6 sets of plans	1	1	0
Toilet Facility	1	1	1
Wastebaskets - each	2	2	1

All windows shall be provided with shades or blinds.

The toilet facility shall be for the exclusive use of State personnel. If requested, the Contractor will supply a lock to ensure exclusive use.

The Resident will have the option to reject any furniture or supplies provided to the field office based on general condition.

One hundred ten volt, 60 cycle, continuous electric service shall be supplied for lighting and 15 amp duplex wall outlets. Lighting shall consist of florescent light units with rapid start bulbs or LED shop style lights located over the work areas for a minimum of 50 foot candles overall. At least one external light source will be provided.

Drafting surfaces shall be 40 inches above the floor and have shelves beneath. Shelves for plans and rolls shall also be furnished overhead. Drafting stools shall be approximately 28 inches high.

Desks shall be single or double pedestal standard office type, and shall be in addition to "built-in" type desks in the office trailer.

Field offices shall be furnished with one four-drawer letter size metal filing cabinet.

Wall closets shall be 21 inches wide, 15 inches deep, and at least 4 feet high.

Each office shall be furnished with a broom, dustpan, sweeping compound, trash bags, and with cleaning material for cleaning glass. If the field office is carpeted, then a vacuum cleaner will be provided. The contractor will be responsible for disposing of trash from the field office.

The Contractor shall provide a fully functional wireless desktop copier/scanner/printer, capable of copying field books, for the Resident's use during the project. All maintenance and supplies, except paper, shall be the responsibility of the Contractor.

The Contractor shall provide bottled water and a microwave for the duration of the project. All maintenance and supplies shall be the responsibility of the Contractor. Alternate source of water, such as a water cooler, may be provided as approved by resident.

The Contractor shall provide a 4 cubic-foot refrigerator in the field office for the duration of the project.

Each office shall be furnished with a 10-person general-purpose first aid kit. The first aid kit shall be periodically inspected and refilled as necessary.

639.08 Heat **Heat appropriate to the building size shall be supplied by the Contractor to maintain an acceptable room temperature during occupancy.**

639.091 Broadband Connection **The contractor will supply one computer broadband connection, modem lease and router. The router shall have wireless access and be 802.11n or newer capable. The type of connection supplied will be contingent upon the availability of services (i.e. DSL or Cable Broadband). It shall be the contractor's option to provide dynamic or static IP addresses through the service. The selected service will have a minimum download connection of 5.0 Mbps and 1.0 Mbps upload. 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 Internet Service Provider (ISP) directly to the contractor.**

639.10 Method of Measurement **Field office will be measured by the unit or lump sum for each building provided, equipped and maintained satisfactorily.**

639.11 Basis of Payment **The accepted quantity of field office will be paid for at the contract unit price each or lump sum which payment shall be full compensation for furnishing until contract completion, erecting, equipping, maintaining, furnishing electricity, heating, installing and maintaining toilet facilities and if necessary removing the buildings or office trailers.**

Payment for these items will be made in 3 parts; the first payment of ½ to be made after the Contractor has supplied the building or office trailer and it has been approved. The remaining payments shall be made at intervals as follows:

A second payment of ¼ shall be made when one-half of the anticipated work has been completed.

The final payment of the remaining ¼ shall be made upon completion of the work.

Payment will be made under:

Pay Item		Pay Unit
639.18	**Field Office, Type A**	**Each**
639.19	**Field Office, Type B**	**Each**
639.20	**Field Office, Type C**	**Each**

SECTION 643
TRAFFIC SIGNALS

643.01 Description Revise this Section by removing in its entirety and replacing it with:

643.01 Description This work shall consist of furnishing and installing all equipment necessary for the erection and operation of a traffic signal, including traffic signal structures, flashing beacon, temporary traffic signal or modification of a traffic signal, all in reasonably close conformity with the plans.

643.02 General All 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, etc.) in order to enable the Department to evaluate the proposal. Substitutes for specified material may be accepted upon approval by the Fabrication Engineer. Functionally, any substitute shall give equal or better service than the specified material. Existing signal equipment to be used shall be cleaned, repainted, and reconditioned as noted on the plans. All equipment, installation of equipment and other incidental work shall conform to the latest applicable provisions of: NEC, MUTCD, NESC, NEMA, and the ITE Standards for traffic control equipment. All work shall be done to the satisfaction of the Resident. The meaning of specific terms shall be as defined in MUTCD, NESC, and the ITE Standards for traffic control equipment.

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

Steel Conduit	**715.02**
Non-metallic Conduit	**715.03**
Prewired Conduit	**715.04**
Metallic Junction and Fuse Box	**715.05**
Secondary Wiring	**715.07**
Vehicular Signal Indications	**718.01**
Pedestrian Signal Indications	**718.02**
Signal Mounting	**718.03**
Vehicular Loop Detectors	**718.04**
Microwave Detectors	**718.05**
Pedestrian Detectors	**718.06**

Controllers	**718.07**
Controller Cabinet	**718.08**
Flasher	**718.09**
Program Selection	**718.10**
Contacts and Relays	**718.11**
Conductors	**718.12**
Aluminum Supports	**720.01**
Aluminum Mast Arm and Bracket Arm	**720.02**
Steel Supports	**720.03**
Steel Mast Arm and Bracket Arm	**720.04**
Anchor Bolts	**720.07**
Wood Utility Pole	**720.10**

643.022 Paint **Aluminum paint shall conform to AASHTO M69, Type II. Green or yellow enamel paint, as indicated on the plans, shall meet or exceed the latest Federal Specification TT-E-489. The color shall match Federal Color Standard Number 14062.**

643.023 Traffic Signal Structures **The design, materials and fabrication of Traffic Signal Structures shall meet the requirements of the current edition of AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" and interims thereto, as noted below except as otherwise indicated within these specifications or on the plans.**

All poles and mast arms shall be designed using the following criteria:

- **Basic wind speeds based on a 700-year mean recurrence interval**
- **K_z as specified in Table C3.8.4-1 (Height and Exposure Factors)**
- **K_d as specified in Table 3.8.5-1 (Directionality Factors)**
- **G as 1.14, minimum (Gust Factor)**
- **C_d as specified in Table 3.8.7-1 (Wind Drag Coefficients)**
- **Deflection requirements as specified in Section 10.4**

Traffic signal support structures shall be classified as Fatigue Category III if they are located on roads with a speed limit of 35 mph or less, Fatigue Category II if they are located on roads with a speed limit of greater than 35 mph, and Fatigue Category I if noted on the Contract Plans. Fatigue Importance Factors shall be as specified in Table 11.6-1 (Fatigue Importance Factors).

All Traffic Signal Structures with mast or bracket arms shall be equipped with an approved damping or energy-absorbing device.

After execution of the contract and before any shop work is commenced, the Contractor shall submit for approval the manufacturer's drawings, including design computations and fatigue computations, of all Traffic Signal Structures proposed to be furnished and erected under this Contract. The drawings shall be of sufficient detail to indicate material and

dimensional conformance with these specifications and the plans. Each drawing shall contain a reference to the design criteria and a certification that the design criteria have been met for the Traffic Signal Structures, including poles, mast arms and associated hardware and fittings, as submitted. The certification shall be signed by a Professional Engineer licensed in accordance with State of Maine regulations under their official seal.

It is the intent of these specifications that the Contractor shall be fully responsible for the adequacy of the sizes, wall thicknesses, materials and connections of the Traffic Signal Structures, including poles, mast arms and associated hardware and fittings. Approval of the drawings by the Fabrication Engineer will signify only approval of the materials, mounting height(s) and mast arm length(s). Approval of deviations from the plans and/or specifications shall be requested in writing and approved by the Fabrication Engineer before being incorporated in the manufacturer's drawings.

The Contractor shall furnish and install all electrical fittings, pipe, switches, fuses, and such other material necessary to install the equipment properly and securely. All equipment shall conform to the applicable code and be of first-class workmanship. All electrical fittings shall be complete with weatherproof gaskets.

A Certificate of Compliance shall be provided for all applicable materials noted in Section 634.021 – Materials, in accordance with the requirements of the General Statement of Division 700 Materials. Shop certification in accordance with Section 504.04 is required.

643.024 Miscellaneous Materials **Span wire shall be minimum $^{5}/_{16}$ inch diameter, minimum, 7 strand, extra-high strength, galvanized steel wire. Anchors shall be power installed and sized according to strain and soil conditions. All hardware, such as strand vise feed-thru dead ends, preforming guy grip dead ends and angle thimble-eye bolts, shall be standard pole line hardware.**

Guying of poles shall meet the requirements of Grade "B" Construction as defined in the NESC. Guys shall be installed in line with the direction of pull. Anchors shall be power installed so that the centerline of the anchor rod will be within 10° of the line of the guy wire. The holding capacity of the anchor shall be 1.25 times the calculated load on the guy wire. Guy wires shall be utility grade and the maximum working stress shall not exceed half of the maximum ultimate tensile strength of utility grade guy strand. Where bedrock is encountered, rock anchors shall be used.

Pipe standoffs for sidewalk anchors shall be galvanized steel pipe sized according to the offset distance from anchor to pole and shall be fitted with standard guying hardware.

Messenger wire shall be ¼ inch diameter, 7 strand, extra-high strength, galvanized steel wire, unless otherwise specified.

LED lamps shall have a regulated power supply designed to electrically protect the diodes. The lamp shall be watertight and sealed to eliminate contaminants. The lamps shall be capable of operating at ambient air temperatures of -40°F to 140°F.

Lamp life shall be a minimum of 100,000 hours of continuous operation. They shall be manufactured using the Allen Gap Technology. Power consumption for 12 inch indications including power supply shall not exceed 20w.

643.03 General Installation details will be shown on the plans and/or specifications. The location shown for all equipment and vehicle detectors is approximate; final locations will be determined in the field.

During installation, all heads installed but not operating shall be covered or otherwise concealed from view.

The requirements of certain Sections of this specification may be waived for temporary traffic signals and traffic signal modifications, if so noted on the plans.

643.04 Poles Wood poles shall be placed in the ground to a depth of 20% of their overall length, with a maximum deviation from the vertical of ¼ inch in 5 feet.

After each wood pole has been set in the ground and plumbed, the space around the pole shall be backfilled with selected earth or sand, free of rocks and other deleterious material, placed in layers approximately 4 inches thick. Each layer shall be moistened and thoroughly compacted.

Traffic Signal Structures shall be erected in a vertical position, with a maximum deviation from the vertical of ¼ inch in 5 feet using the leveling nuts provided with the anchor bolts. Once the poles have been plumbed, the top nuts shall be tightened by bringing the nut to a snug tight condition using the full effort of a worker using a spud wrench or compatible tool. After all nuts have been brought to a snug, tight condition, each nut shall be tightened an additional one-third turn, using an impact wrench, torque wrench or large crescent wrench. A minimum of two full threads shall project beyond the outside face of the nut. Nuts and bolts, other than anchor bolts, shall also be tightened by the above procedure.

When foundations and anchor bolts have been installed by others, the Contractor shall verify the anchor bolt dimensions at each location so that bases will be furnished with properly located and sized bolt holes.

Wires in poles shall be supported with a Kellum-type, braided, strain-relief grip attached to a "J" hook mounted inside the pole near the top.

643.041 Foundations Foundations for Traffic Signal Structures shall meet the requirements of Section 626 – Foundations, Conduit, and Junction Boxes for Highway Lighting, Traffic Signals, and Highway Lighting.

643.05 Loop Detector and Loop Detector Wire Installation **The detector unit shall be located in the controller. No more than four loops shall be connected to a single detector amplifier.**

Detectors shall be installed according to the manufacturer's recommendation, subject to approval. Each detector shall be supplied complete with comprehensive installation instructions. The pavement slot for wire shall be 2 to 3 inches below the finished surface and not closer than 18 inches from the edge of pavement or the curb. The right-angle corners of the pavement slot shall be chamfered to eliminate sharp bends in the loop wires.

Loop detector wire shall be number 14 or number 12 AWG copper conductors drawn through vinyl plastic tubing approximately ¼ inch in diameter. All pulse loop "approach" wiring shall be insulated red and shall be permanently marked "A", "B", "C", or "D", according to the "approach" guidelines in the controller cabinet. All pulse loop "presence" wiring shall be insulated black and shall be permanently marked according to the "presence" guidelines in the controller cabinet. All loop lead-ins shall be of the same conductor with no splicing. The lead-in from the amplifier to the beginning of the loop shall be shielded pairs, as shown on the plans.

All debris and moisture shall be removed from the loop pavement slot before installation of loop wires. The pavement slot shall be filled to the road surface with an approved sealing compound to form a waterproof bond with the pavement after installing the wire loop.

Detector conductors shall not be housed in the same jacket as the signal conductors.

643.06 Microwave Detector Installation **The microwave detector shall be installed in accordance with the manufacturer's recommendations. A four-conductor wire shall be installed from the microwave unit to the controller. All angles and adjustment of patterns shall be the responsibility of the Contractor. The detectors shall operate in either pulse or presence mode.**

643.07 Span Wire, Messenger Wire, and Guy Wire **All span wire, messenger wire, and guy wire installations shall be in conformance with the requirements of the Utility Companies, when installed on Utility Facilities.**

All span wire hanging traffic signals permanent or temporary will have a bottom tether wire to prevent the signal from excessive swinging

All span wires, messenger wires, guy wires, terminal boxes, controller cabinets, or any other metallic surface that might be contacted by people, shall be bonded to ground.

All sidewalk guy wires and slant guy wires installed in a sidewalk area shall be equipped with full-round or half-round guy guards.

643.08 Conduit **All conductors under roadways from the controller to the mast arm poles shall be 3 inch schedule 80 PVC.**

643.09 Service Connection **The Contractor shall furnish and install the necessary electrical service as directed by the Utility Company. The Contractor shall make all arrangements for the service connection and be responsible for all charges incurred thereby.**

Under no condition shall any equipment, except that shown on the plans, be installed on any Utility Facilities.

Traffic signal services shall have an automatic transfer switch such as a GENERLINK model MA23/24 – S installed, this will be required on traffic signals only not beacons or dynamic signs.

Whenever a service connection is to be made, the Contractor shall contact the Utility Company involved and inform them of the location, pole number, and time proposed for the service connection.

The traffic cabinet shall be marked with:

An appropriate arc flash plaque or decal with the following information
Flash hazard boundary
Cal/cm2 hazard at 18 inches
PPE level
Shock hazard when cover is off
Limited approach boundary
Restricted approach boundary
The prohibited approach boundary

This shall be located on the outside of the equipment and shall be visible, weatherproof, and fade resistant, and not easily removed.

The Contractor shall be responsible for all outstanding bills for preliminary work done by the Utility Company during the installation of the traffic signal system, to facilitate the service connection.

A service ground rod shall be installed if the service meter trim is not grounded.

The Contractor shall be responsible for grounding the system to 5 OHMS or less. The grounding shall be performed using a ground meter with reference grounds. All testing will be done in the presence of the Resident.

All meter mounting devices shall be installed so that the meters will be upright (plumb). They shall be installed with the top of the meter not less than 48 inches nor more than 60 inches from the floor to the final grade. Exceptions to this height requirement will be made

where special permission has been given to install group or modular metering, overall metering enclosures, or pole-mounted meters. Level grade shall be maintained for a minimum of 3 feet in front of the meter enclosure to provide a safe working space. In order to meet this requirement on uneven terrain, as an option, the Contractor may install a pressure-treated wood platform.

For any non-residential (industrial or commercial) self-contained meter socket the by-pass requirements are single phase, 100 or 150 amp, single handle lever operated.

The Contractor shall meet all requirements and regulations of Utility Companies when installing equipment on their poles and for the service connection. It is the responsibility of the Contractor to contact the appropriate Utility to determine their specific requirements.

643.10 Wiring The Contractor shall furnish and install sufficient cable and wire to operate the system properly as shown on the plans and as directed.

The following color code shall be used where possible:

Red Wire	**Red, artery**
Orange Wire	**Yellow, artery**
Green Wire	**Red, side street**
Orange with Tracer	**Yellow, side street**
Green with Tracer	**Green, side street**
White and white with tracer	**Common for all signals and bond**
Blue	**All steady burning arrows**
Blue with Tracer	**Intermittent arrows**
Remaining	**Detectors and pedestrian signals**

The white wire and white wire with tracer shall be used for all common connections and it shall be continuously connected to ground at the controller.

There shall be no wire splices. Connections shall be made on a terminal board inside a watertight galvanized steel or aluminum junction box or in an aerial terminal enclosure with protective cover rated for 600 volts.

Spade type copper terminal ends shall be used to attach all conductors to terminals. All exposed metal parts, including service conduit and the controller cabinet shall be bonded and grounded.

Not more than 3 conductors shall be brought to any one terminal. Terminals shall be mounted to face the cabinet door.

The number and size of conductors required in each cable will be indicated on the plans.

643.11 Vertical Clearance **Unless otherwise specified on the plans and/or specifications, vertical clearances for vehicular and pedestrian heads shall be in conformity with the MUTCD. All clearances shall be uniform among each type of head or mounting scheme. Clearance for span wire mounted flashing beacon heads shall be a minimum of 17 feet and a maximum of 18 feet.**

643.12 Painting **Unless otherwise indicated, all exterior parts of the following equipment shall be delivered to the project finished with green or yellow enamel:**

Vehicular Signal Heads
Pedestrian Signal Heads
Pedestrian Push Button Detectors

The outside of the steel controller cabinet shall be painted with aluminum paint.

The Contractor shall apply one coat of green enamel to all existing equipment designated on the plans to be painted. The Contractor shall touch up all scratches on exposed surfaces of new equipment with matching enamel after the equipment has been installed.

All exposed signal parts to be painted shall be cleaned and shall be dry when the paint is applied. No painting shall be done in damp weather nor when the air temperature is below 40°F, unless otherwise permitted.

The Contractor shall identify recently painted equipment with "Wet Paint" signs, and shall be responsible for all claims for damages resulting from contact with wet paint surfaces.

643.13 Power Factor **In the event that the equipment is of such design that the power factor is reduced below the requirement of the Utility Company, the Contractor shall furnish and install, without further charge, all equipment necessary to restore the power factor to a satisfactory percentage. Such equipment shall be accessible and shall not be mounted on the Utility Facilities.**

643.14 Field Tests **Before acceptance of the work, the Contractor shall conduct the following tests on all traffic signal equipment and circuits, by a licensed electrician. The tests do not need to be performed in the presence of the Resident, but the test results shall be recorded on the Traffic Signal Quality Control Check List and submitted to the Resident by the Contractor for acceptance. The form shall be signed by the licensed electrician certifying that the signal equipment and circuits meet the requirements of section 634.14.**

a. Continuity **Each circuit shall be tested for continuity.**

b. Ground **Each circuit shall be tested for grounds.**

c. Megger **Megger tests at 500 volts DC shall be made on each circuit between the circuit and a ground. The insulation resistance shall not be less than 10 megaohms on**

all circuits, except for inductive loop detector circuits, which shall have an insulation resistance value of not less than 100 megaohms.

d. Loop Inductance A loop test meter shall be used to determine that the inductance of the installed loop and lead-in are within the tuning range recommended by the loop detector manufacturer.

e. Functional A functional test shall be made in which it is demonstrated that each part of the system functions as specified.

The functional test for each new or modified traffic signal and flashing beacon shall consist of not less than 10 days of continuous satisfactory operation. If unsatisfactory performance of the system develops, the condition shall be corrected and the test shall be repeated until the 10 days of continuous satisfactory operation is obtained.

The initial operation shall be made between 9:00 A.M. and 2:00 P.M. unless specified otherwise. Before initial operation, all equipment shown on the plans shall be installed and operable.

Initial operation of new or modified traffic signal systems shall be made only after all traffic signal circuits have been thoroughly tested as specified above.

During the test period all costs except electrical energy shall be the Contractor's responsibility.

Functional tests shall start on any working day except Monday, Friday, Saturday, Sunday or the day preceding a legal holiday.

Shutdown caused by a power interruption shall not constitute discontinuity of the functional test, however, the test shall continue after power is restored.

643.15 Timing The controller shall be timed as noted on the plans. The Contractor shall notify the Resident, at least 1 week in advance, of their intention to initially operate the signals.

At the time of initial operation of the new signals, the Contractor shall provide police protection from the local police department at the Contractor's expense until the Contractor demonstrates to the Resident that the signal operates in conformance with this specification.

643.16 Final Cleaning Up After all work has been completed, the Contractor shall remove all barriers, "Wet Paint" signs, equipment and all debris which has accumulated during the work.

Unless otherwise specified in the plans, the Contractor shall remove and deliver all unused signal equipment and wiring to the State of Maine, Department of Transportation, as directed by the Resident. The Contractor shall notify the State Traffic Engineer (207-624-3620) as to

time and date of such delivery. (Deliveries will be accepted Monday through Friday between the hours of 7:00 A.M. and 4:00 P.M. only.) Notification shall precede delivery by a minimum of 24 hours.

643.17 Documents **The Contractor shall furnish two operation and maintenance manuals for all controller units, auxiliary equipment, vehicle detector sensor units, control units, and amplifiers. Documents shall be delivered with the controller at the time of testing. Each manual must include, but need not be limited to the following:**

a. An explanation of the theory of operation, including a functional description and a detailed circuit description.

b. A schematic diagram of each unit. A cabinet wiring diagram including all field wiring and pin locations and designations for all plug type connectors. If any circuit changes are made in the field, the changes shall be noted on the schematic diagrams.

c. A trouble shooting and preventive maintenance procedure including both field and bench trouble shooting analysis.

d. A parts list including a pictorial diagram showing the location and identification of each component on the chassis or circuit board.

e. A drawing of the controller cabinet interior showing the location of all shelves, terminal blocks, relays, timers, loop amplifiers.

In addition, manufacturer's warranties and guarantees for materials shall be delivered to the Resident before acceptance of the project.

643.18 Method of Measurement **Traffic signals, traffic signal modifications, interconnect wire, video detection system, traffic signal control system, and flashing beacons will each be measured for payment by the lump sum in place. Temporary traffic signals will be measured for payment by the lump sum, satisfactorily installed, operated, and removed.**

Pedestal poles, strain poles, combination poles, and mast arm poles with mast arms will be measured by each unit.

Each loop detector installed, connected to appropriate phases in the controller cabinet, complete and operational will be measured by the unit.

Excavation in solid ledge rock for replacement of wood poles will be measured by the cubic yard. The depth of measurement will be to the bottom of the pole, and the diameter of measurement will be the pole diameter plus 30 inches.

643.19 Basis of Payment **Traffic signal modifications, traffic signals, interconnect wire and flashing beacons will be paid for at the contract lump sum price, which payment will be full**

compensation for furnishing and installing all materials, both new and reused, including, but not limited to wood poles, span wire, tether wires, backplates, visors, guys, controllers, vehicular heads, pedestrian heads, flashing beacons, wiring, cable, pole risers, LED lamps, and all appurtenances and incidentals, including design of the Traffic Signal Structures, required for a complete functioning installation and for furnishing all tools and labor necessary for completing the installation. Conduits, junction boxes, and foundations will be paid for under Section 626.

Pedestal poles, strain poles, combination poles and mast arm poles with mast arms will be paid for at the contract unit price each which payment shall be full compensation for furnishing and installing all materials, tools and labor necessary to erect the poles.

Payment for temporary traffic signals shall include compensation for the removal of the system upon completion of the work. All materials used for temporary traffic signals will remain the property of the Contractor. Operating the controller by hand will be paid for under Section 629.

Payment will be made for each Loop Detector at contract price, which will be full compensation for materials, labor, and equipment for each loop installed and fully operational.

Traffic signal control system will be paid for at the contract lump sum price, which payment will be full compensation for furnishing and installing all materials, including, but not limited to local intersection traffic signal controller, controller cabinets, on-street master controller, supervisory PC software, and all appurtenances and incidentals required for a complete functioning installation.

Video detection system will be paid for at the contract lump sum price, which payment will be full compensation for furnishing and installing all materials, including, but not limited to video processing unit, video cameras, supervisory PC software, and all appurtenances and incidentals required for a complete functioning installation.

Payment for excavation of solid bedrock for the placement of wood poles will be made under Item 206.07.

Payment will be made under:

Pay Item		Pay Unit
643.60	Flashing Beacon at:	Lump Sum
643.71	Traffic Signal Modification:	Lump Sum
643.72	Temporary Traffic Signal:	Lump Sum
643.80	Traffic Signals at: __	Lump Sum
643.81	Traffic Signal Control System	Lump Sum
643.83	Video Detection System	Lump Sum
643.86	Traffic Signal Loop Detector	Each

643.90	**Interconnect Wire Between:**	**Lump Sum**
643.91	**Mast Arm Pole**	**Each**
643.92	**Pedestal Pole**	**Each**
643.93	**Strain Pole**	**Each**
643.94	**Dual Purpose Pole**	**Each**

SECTION 645
HIGHWAY SIGNING

Revise this section by removing this section in its entirety and replace with the following:

645.01 Description **This work shall consist of designing, furnishing and installing new signs, sign supports, delineators, Polyvinylchloride (PVC) Pipe and breakaway devices and removing, relocating and/or modifying existing signs and sign supports, in accordance with these specifications and in reasonably close conformity with the Contract Plans.**

645.02 General **All 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, etc.) in order to enable the Department to evaluate the proposal. Substitutes for specified material may be accepted, upon approval of the Fabrication Engineer. Substitutes shall give equal or better service than the specified material. Where an existing system is to be modified, the existing material shall be removed, upgraded, or disposed of as directed by the contract documents.**

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

Polyvinylchloride (PVC) Pipe	**706.08**
Reflective Sheeting	**719.01**
Demountable High Intensity Reflectorized Letters, Numerals, Symbols and Borders	**719.02**
Aluminum Extrusions	**719.03**
Aluminum Sheets	**719.04**
Plywood	**719.05**
Demountable Reflectorized Delineators	**719.06**
Assembly Hardware	**719.07**
Aluminum Supports	**720.01**
Steel Supports	**720.03**
Steel H-beam Poles	**720.06**
Anchor Bolts	**720.07**
U-Channel Posts	**720.08**
Wood Sign Posts	**720.12**

Paint for the edge and back of plywood and field coat paint for wood sign posts shall be an exterior grade dark green enamel conforming to Federal Specifications TT-P-71b.

Materials shall meet the gradation requirements only of the following:

Aggregate for Untreated Surface Course and Leveling Course	**703.10**
Underdrain Backfill Material	**703.22**

645.022 Sign Layout Drawings **The Contractor shall submit 3 sets of sign-face, layout-detail, and scale drawings. Fabrication of the signs shall not begin until the Contractor has received approval of these drawings. The drawings shall contain complete detailed information and dimensions. One set of drawings will be returned to the Contractor, who will submit corrected drawings, if required. The drawings shall be detailed using the same units used on the Contract Plans.**

645.023 Sign Support Structures **The design, materials and fabrication of Sign Support Structures shall meet the requirements of the current edition of AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" and interims thereto, as noted below except as otherwise indicated within these specifications or on the Contract Plans.**

Beam-mounted roadside sign supports and associated signs and hardware shall be designed using the following criteria:

- **Basic wind speeds based on a 300-year mean recurrence interval**
- **K_z as specified in Table C3.8.4-1 (Height and Exposure Factors)**
- **K_d as specified in Table 3.8.5-1 (Directionality Factors)**
- **G as 1.14, minimum (Gust Factor)**
- **C_d as specified in Table 3.8.7-1 (Wind Drag Coefficients)**

Bridge-mounted, bridge-type, cantilever, and butterfly-type sign supports and associated signs and hardware and all sign support structures supporting variable message signs shall be designed using the following criteria:

- **Basic wind speeds based on a 1700-year mean recurrence interval**
- **K_z as specified in Table C3.8.4-1 (Height and Exposure Factors)**
- **K_d as specified in Table 3.8.5-1 (Directionality Factors)**
- **G as 1.14, minimum (Gust Factor)**
- **C_d as specified in Table 3.8.7-1 (Wind Drag Coefficients)**
- **Deflection requirements as specified in Section 10.4**

Cantilever and butterfly-type sign supports and all structures supporting variable message signs shall be classified as Fatigue Category I. Bridge-type sign supports shall be classified as Fatigue Category II. Fatigue Importance Factors shall be as specified in Table 11.6-1 (Fatigue Importance Factors).

For bridge-mounted sign supports (including approaches to bridge structures), the mounting height shall be measured as the distance of the mounted sign(s) center of gravity to one of the following:

For bridges over bodies of water: above the prevailing water level or, in the case of tidal waters, above mean high tide.

For overpass structures: above the lower roadway level.

For approach ramps: above the average adjacent ground level, if said ground level is more than 10 feet below the base of the structure.

All cantilever and butterfly type sign support structures shall be equipped with an approved damping or energy-absorbing device.

For aluminum construction, welding shall conform to the current edition of AWS Structural Welding Code, Aluminum, D1.2 for aluminum construction.

After execution of the contract and before any shop work has commenced, the Contractor shall submit for approval the drawings, and design and fatigue computations if prescribed below, for all Sign Support Structures proposed to be furnished and erected under this contract. The drawings shall be of sufficient detail to indicate material and/or dimensional conformance with these specifications and the Contract Plans and, in the case of bridge, cantilever and butterfly type sign supports, shall be sufficiently detailed to show all significant structural details.

Approval for deviations from the Contract Plans and/or Specifications shall be requested in writing and shall be approved by the Fabrication Engineer before being incorporated in the manufacturer's drawings. Requests for substitution of all specified material shall be submitted in writing, with full documentation (specifications, mill certification, etc.) enabling the Department to evaluate the proposal.

Sign Support Structures and anchor bolts shall meet the requirements specified in Section 720 as well as the current edition of AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" and interims thereto.

A Certificate of Compliance shall be provided for all applicable materials noted in Section 645.021 – Materials, in accordance with the requirements of the General Statement of Division 700 - Materials.

a. Beam-Mounted Roadside Signs **The beams for beam-mounted roadside signs shall be of the size, material and shape designated in the Contract Documents. The Contractor shall be fully responsible for the adequacy and design of any structural details not shown on the Contract Plans, and each drawing shall contain a reference to the design criteria. A Professional Engineer licensed in accordance with the State of**

Maine regulations shall sign the certification under their official seal that said design criteria have been met by all parts of the structure designed and/or detailed by the Contractor. Approval of the drawings will signify only approval of the size, material and length of the beam.

b. Bridge-Mounted Sign Supports **Bridge-mounted sign supports shall be constructed to the configuration and sizes and of the material shown on the Contract Documents. Approval will be based on the applicable provisions of Section 105.7 - Working Drawings. Fastening sign panels directly to steel or aluminum members shall be as described in Section 719.07, as well as other applicable Sections, Plans and Specifications.**

c. Bridge-Type, Cantilever, and Butterfly-Type Sign Supports **The Contractor shall be responsible for the design of the Sign Support Structures for bridge-type, cantilever and butterfly-type sign supports in accordance with this specification.**

Signs shall be placed on the Sign Support Structure such that the bottom edges are aligned (unless written consent from the Fabrication Engineer is obtained), while accommodating the minimum height requirement - see Section 645.06. The Contractor shall use the Contract Plans in order to determine the approximate horizontal placement of signs. Installation shall be in accordance with Section 645.06 - Installation of Type I Signs. The structure and foundation shall be designed to accommodate an additional theoretical sign load on each structure. This additional theoretical sign load for each sign shown in the contract documents shall be computed by: For single signs increasing the sign widths an additional 25% without changing the horizontal midpoint of the sign; for multiple signs the sign widths shall be increased 25% toward the outside sign edges. The height of all signs shall be increased 25% without changing the bottom edge elevation of the signs.

Bridge-type Sign Support Structures shall be designed using either a tri-chord or four-chord truss structure as the overhead member. Each of the two upright members supporting the bridge-type overhead truss member shall consist of a minimum of two vertical legs. A four chord truss configuration shall be required if the Contract Documents specify placing signs on both sides of the overhead structure (two way traffic beneath structure). Cantilever and butterfly-type structures shall be designed using either a tri-chord or four-chord overhead truss member. The upright member of a cantilever or butterfly-type support structure shall have a maximum horizontal deflection in accordance with Section 10.4.2.1 of the current edition of the AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals", and interims thereto.

The base plates of uprights for all types of Sign Support Structures shall have heavy hex leveling nut with 2 hardened flat washers. The distance between the bottom of the base plates to the top of the foundations shall not exceed twice the diameter of the

anchor bolts. Grout, or other materials, shall not be placed between base plates and the top of foundations.

In addition to the required detail drawings, the Contractor shall submit 3 copies of the design and fatigue computations meeting the all applicable requirements of this specification or the Contract Plans for each Sign Support Structure. Erection lifting points shall be clearly depicted on the shop drawing. The computations shall be sufficiently detailed to allow the Engineer to review the computations. Computer printouts will not be accepted unless they meet the above criteria. All plans and design calculations for sign support structures and foundations shall be sealed by a Professional Engineer licensed in accordance with the State of Maine regulations. Approval will be based on the applicable provisions of Section 105.7 - Working Drawings.

Overhead sign panel mounting devices shall be designed accommodating the requirements of appropriate sign panel tilting included in this specification. The design of this assembly shall include fastening sign panels directly to steel or aluminum members as further described in Section 719.07, as well as other applicable Sections, Plans and Specifications.

d. Breakaway Supports for Sign Supports Breakaway supports for sign supports will be required only for those locations indicated on the Contract Plans. Breakaway supports, approved by the Resident, using load-concentrating couplings shall be supplied for use at all locations designated as breakaway. Breakaway Support Certification of both breakaway and structural adequacy shall be provided by the Manufacturer. Design calculations or test data of production samples to support certification shall be provided. Breakaway support components shall provide the same or greater structural strength as the support post or pole utilizing the breakaway device. On multi-pole sign supports designated as breakaway, each pole shall be equipped with breakaway hinges immediately below the lower edge of the sign. Hinges relying on the friction between the hinge and the pole face for transmitting the design moment will not be accepted for use. Breakaway devices are subject to the applicable provisions of Section 721.

645.024 Bridge, Cantilever and Butterfly Support Structure Foundations Foundations for Highway Signing structures shall meet the requirements of Section 626 – Foundations, Conduit, and Junction Boxes for Highway Lighting, Traffic Signals, and Highway Lighting.

645.03 Classification of Signs Sign sizes, color and legend designs shall conform to these specifications, the Contract Plans, and MUTCD requirements. The signs are classified according to the intended use as follows:

a. Sign Type I guide signs shall consist of high intensity prismatic, reflectorized sheeting or reflectorized, demountable letters, numerals, symbols and border mounted

on a high intensity prismatic, reflective sheeting background adhered to a sign panel constructed of extruded aluminum planks.

b. Sign Type I regulatory, warning, and route marker assembly signs shall consist of high intensity prismatic, reflective sheeting letters, numerals, symbols, and border on a high intensity prismatic, reflective sheeting background adhered to a sign panel constructed of sheet aluminum.

c. Sign Type II guide signs shall consist of high intensity prismatic, reflective sheeting letters, numerals, symbols and border on a high intensity prismatic, reflective sheeting background attached to a sign panel constructed of plywood.

d. Sign Type II regulatory, warning and route marker assembly signs shall consist of high intensity prismatic reflective sheeting letters, numerals, symbols and border on a high intensity prismatic reflective sheeting background adhered to a sign panel constructed of sheet aluminum or plywood.

645.04 Fabrication of Type I Guide Signs

a. Panels The panels for this type sign shall be shop-fabricated from aluminum planks to the sizes designated on the approved shop drawings. Cut edges shall be true, smooth, and free from burrs or ragged breaks. Flame cutting will not be permitted. Bolt holes may be drilled to finished size or punched to finished size, provided the diameter of the punched hole is at least twice the thickness of the metal being punched.

Fabrication of extruded aluminum sign planks, including punching or drilling holes and cutting to length, shall be completed before the metal degreasing and the application of the reflective sheeting. The bolts required for fastening the extruded aluminum planks together shall conform to the designs used in standard commercial processes for the type of extruded aluminum panels to be used as approved.

All route shields shall be on an overlay aluminum sheet of 0.080 inch minimum thickness and shall be in full color with reflective background; they shall not have demountable numerals and borders.

b. Reflective Sheeting The high intensity prismatic reflective sheeting shall be applied to the extruded aluminum plank in accordance with the current recommendations of the sheeting Manufacturer.

The reflective sheeting shall cover the complete panel and shall not be trimmed to conform to the border. The reflective sheeting shall overlap into the side recess of the individual planks. There shall be no paint applied to the sign panels. The surface of all completed sign panels shall be flat and free of defects. Extruded aluminum molding shall be placed on the edges of the extruded panels, as shown on the Contract Plans.

c. Text **The design of upper and lower case letters, numerals and symbols, and the arrangement and spacing of texts shall be as provided on the Contract Plans and in conformance with the MUTCD and Standard Highway Signs.**

Text for Guide Signs shall be composed of demountable letters, numerals, symbols, and borders and shall be high-intensity prismatic, reflective sheeting. The demountable text shall be applied to the panels by use of aluminum pop rivets, in accordance with standard commercial processes, as approved. All demountable letters, numerals, symbols, and borders shall be the same manufacturer's make for the entire project. Cutout high-intensity, reflective sheeting text shall be applied to the sign panel with a pre-coated, adhesive backing.

645.041 Fabrication of Type I Regulatory, Warning and Route Marker Assembly Signs and Type II Sheet Aluminum Regulatory, Warning and Route Marker Assembly Signs

a. Panels **Sheet aluminum sign panels shall be shop-fabricated to the size shown on the Contract Plans. The corners shall be rounded to the indicated radius where shown.**

Bolt holes may be drilled or punched to finished size provided the diameter of the punched hole is at least twice the thickness of the metal being punched. Cut edges shall be true, smooth, and free from burrs or ragged breaks. Flame cutting will not be permitted. Punching or drilling of holes and cutting to size shall be completed before metal degreasing and the application of reflective sheeting.

b. Reflective Sheeting **The high intensity prismatic reflective sheeting shall be applied to the sheet aluminum sign panels in accordance with the current recommendations of the sheeting Manufacturer. The reflective sheeting colors shall conform to the MUTCD Standard Highway Sign colors for each type of sign. Surface of all panels shall be flat and free from defects.**

c. Text **The text for regulatory, warning, confirmation and route marker assembly signs shall be composed of: High intensity prismatic, reflective sheeting letters, numerals, symbols and borders; or the silver letters may be formed by applying transparent ink to the reflective sheeting background where the silk screen process is used; or other methods to form the text may be used, when approved in advance.**

645.042 Fabrication of Type II Guide Signs and Type II Plywood, Regulatory, Warning and Route Marker Assembly Signs

a. Panels **Fabrication of all sign panels from high-density, overlaid plywood shall be performed in a uniform manner. All fabrication, including cutting, drilling, and edge routing, shall be completed prior to painting and application of reflective sheeting to the high-density, overlaid plywood. Panels shall be cut to size and shall be plywood. Panels shall be cut to size and shall be free of warping, open checks, open splits, open**

joints, open cracks, loose knots and other defects resulting from fabrication. Corners shall be left square. The surface of all sign panels shall be flat.

The edge and back of the plywood shall be painted with an exterior grade dark green paint.

b. Blanks Sign blanks shall be cut to shape using a saw blade that does not tear plywood grain. Holes shall be clean-cut and uniform. All cracks, open checks, open splits and other defects occurring on the edge surfaces shall be filled with a synthetic wood filler and sanded smooth prior to sealing and painting. The sign blank edges shall be sealed using an approved sealer/primer. The edges shall then be painted with an exterior grade, dark green paint.

The surface shall not be painted before application of reflective sheeting. Before applying reflective sheeting, dirt or wax shall be removed by one of the following methods:

1. The surface shall be buffed lightly with solvent-soaked steel wool, fine or medium, using organic solvents, such as lacquer thinner, xylol, heptane, benzene or naphtha, and wiped dry with clean cloths.

2. The panel shall be sanded lightly with fine-grade paper, cleaned with solvent, and wiped dry using clean cloths.

c. Reflective Sheeting The High intensity prismatic reflective sheeting shall be applied directly to the cleaned high-density surface in accordance with the recommendations of the reflective sheeting manufacturer.

d. Text The text for regulatory, warning, confirmation and route marker assembly signs shall be composed of cutout, High intensity prismatic reflective sheeting letters, numerals, symbols and borders or the silver letters may be formed by applying transparent ink to the reflective sheeting background where the silk screen process is used. Other methods to form the text may be used when approved in advance.

The design of the letters, numerals, and symbols, the spacing of the text and the size and spacing of the border shall conform to the MUTCD and Standard Highway Signs.

645.06 Installation of Type I Signs The sign locations shown on the Contract Plans are approximate; exact locations will be determined in the field by the Resident. Signs stockpiled before erection shall be stored in a vertical position and completely covered to avoid staining, weathering, and dirt accumulation.

a. Sign Supports Poles for single and multiple support beam-mounted roadside signs shall be erected plumb, using the leveling nuts supplied with the anchor bolts. When

signs are supported by more than one pole, all poles shall be carefully aligned to avoid warping of the sign panel.

Bridge-mounted sign supports shall be fabricated and assembled in accordance with the details as shown on the Contract Plans and with Section 504. Additionally, if required to be painted, bridge-mounted sign supports shall be painted in accordance with Section 506.

Bridge-type, butterfly and cantilever-type sign supports and their foundations shall be constructed, assembled and erected, in accordance with the manufacturer's details, as approved. All horizontal supports spanning the roadway shall be level and shall have permanent camber as described in Section 10.5 of the current edition of AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals", and interims thereto. If, at any time after their erection, bridge-type, butterfly or cantilever-type sign supports are to remain for a period in excess of 72 hours without the sign(s) for which they were designed being in place, suitable vibration damping devices, approved by the Resident, shall be installed until such time as the sign(s) can be erected.

Where aluminum surfaces are in contact with concrete or dissimilar metals, the contacting surface shall be thoroughly coated with an approved aluminum impregnated caulking compound, or the surfaces shall be separated by another approved material. Before signs are attached, aluminum sign supports shall be cleaned of all dirt and discoloration using methods recommended by the manufacturer.

<u>b. Sign Panels</u> Extruded aluminum planks for sign panels shall be bolted together, as indicated on the Contract Plans. Extruded aluminum molding shall be placed on the edges of the extruded panels. Sign panels shall be attached to the posts to provide the vertical and horizontal clearances from the roadway as indicated on the Contract Plans. Sign panels on overhead structures shall provide a minimum vertical clearance of 18 feet to the highest point of the roadway surface under the sign(s). Sign panels on bridge-mounted sign supports shall be installed with the bottom edge of the sign approximately 4 inches above the bottom of the bridge beam.

Sign panels mounted over the roadway shall tilt in the direction of the approaching traffic in such a manner that the angle between the sign face and the roadway grade, at the sign location shall be 85º +/- 3º.

Ground-mounted signs located 4 to 30 feet from the edge of shoulder shall form an angle of 93º between the approach roadway and the sign.

Signs located more than 30 feet from the edge of the shoulder shall form an angle between the approach roadway and the sign face equal to 87º -1º for each additional 10 feet beyond 30 feet.

Unless otherwise shown on the Contract Plans, or designated by the Resident, a minimum lateral clearance of 4 feet shall be provided between the edge of the shoulder and the edge of any sign panel.

The elevation of the bottom edge of guide sign panels shall be 7 feet above the elevation of the edge of the traveled way, at the sign location, or in case of a curb section, 7 feet above the elevation of the outer edge of the roadway, unless authorized otherwise.

Signs located 30 feet or more from the edge of traveled way shall be 5 feet above the elevation of the edge of shoulder.

In the event that a second sign is to be placed under the main sign, the elevation of the bottom edge of the principal sign shall be a minimum of 8 feet above the outer edge of the traveled way, or a minimum of 8 feet above the edge of the traveled way, in curbed sections; the bottom edge of the second sign must be at least 5 feet above the edge of the traveled way.

The elevation of the bottom edge of the regulatory, warning and route marker sign panels shall be 6 feet above the elevation of the edge of the pavement, or edge of roadway in curbed sections, at the sign location. The elevation of the bottom edge of these sign panels above the elevation of the edge of the pavement on all crossing or connecting roadways shall be 5 feet in rural areas or 7 feet in urban areas. Field conditions may require some variation in elevations, as directed.

Each sign shall have at least two fasteners connecting it to the sign poles, except signs of 1 foot or less in height may have one fastener.

645.061 Installation of Type II Signs **The exact sign locations will be determined in the field. Signs stockpiled before erection shall be stored in a vertical position and completely covered to avoid staining, weathering, and dirt accumulation.**

When a steel pole is to be used, before any shop work is commenced, the Contractor shall submit 3 sets of the manufacturer's drawings of all standards and accessories proposed to be furnished and erected under this contract. The drawings shall be of sufficient detail to indicate material and/or dimensional conformance with these specifications and the contract drawings. Each drawing shall contain a reference to the design criteria and certification that the design criteria have been met for current edition of the AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals", and interims thereto, for bracket arms and associated hardware, fittings and breakaway devices, as submitted. A Professional Engineer licensed in accordance with the State of Maine regulations shall sign the certification under their official seal. The drawings shall use the same units as found in the Contract Plans. It is the intent of these specifications that the Contractor shall be fully responsible for the adequacy of the sizes, wall thickness, materials and connections of the standards, bracket arms and associated hardware, fittings and breakaway devices. Approval

of the drawings will signify only approval of the material(s), mounting heights(s) and bracket arm length(s).

a. Sign Supports **Support posts for Type II signs shall be U-channel posts weighing 2½ pounds per foot for signs of less than 6.24 ft² in area, 4 inch by 4 inch wood posts or two U-channel posts weighing 2½ lb/ft for signs of area 6.24 ft² to 9 ft², 4 inch by 6 inch wood posts for signs of area 9 ft² to 16 ft², and 6 inch by 6 inch wood posts for signs of area over 16 ft². All signs 60 inches wide or wider shall be mounted on two wood posts. Wood posts shall be set to a depth of 4 feet. U-channel posts shall be set to a minimum depth of 30 inches. Leading signs less than 9 ft² on the apex of islands will be installed on U-channel posts. Solar powered sign mounted beacon arrays shall be mounted on galvanized steel poles. Any signs installed on/in an island, shall be installed in a PVC sleeve of the appropriate size for the type of post being installed, as shown in the standard details.**

When it is necessary to set sign posts in bedrock, holes shall be excavated to the required depth and size at the locations indicated on the Contact Plans. The excavated material will be satisfactorily disposed of, as directed, and the posts set to the required depth.

When installing pressure-treated sign posts, the cut end of the posts shall not be buried in the ground.

Backfilling around the posts shall be with excavated material unless the excavated material is considered unsatisfactory, in which case the backfill shall be granular material conforming to the requirements of Section 703.19 - Granular Borrow. Backfill shall be thoroughly tamped in layers not exceeding 8 inches in depth.

When directed, the area around the posts shall be loamed and seeded in accordance with the applicable provisions of Section 615 and Section 618.

The Contractor shall be responsible for and shall repair all damage to underground drainage structures, utilities, or lighting conduits encountered during placing the posts.

b. Mounting **Type II signs shall be mounted using assembly hardware specified in Section 719.07.**

PVC pipe shall be installed in all locations where sign posts are to be placed in paved islands and shall have an inside diameter of 12 inches. For sleeves that are to be utilized for U-channel posts, the PVC pipe shall have a minimum length of 3 feet. For sleeves that are to be utilized for wood posts, the PVC pipe shall have a minimum length of 5 feet.

Installation of the PVC pipe shall occur prior to paving of the island. The pipe shall be placed at a depth so that the top of the pipe shall have no more than a 1 inch reveal from finished surface pavement. Once placed, the pipe shall be backfilled around the outside diameter in layers that are thoroughly compacted and that do not exceed a depth of 8 inches.

Once installed and backfilled, the pipe shall be completely filled to the top of the pipe with material that meets the gradation requirements of Aggregate for Untreated Surface Course and Leveling Course Type A or Type B or Underdrain Backfill Material.

645.062 Installation of Delineators **Posts for delineators shall be erected so that posts and assemblies will be plumb. All posts, which are bent or otherwise damaged, shall be removed and properly replaced. Posts shall be driven 4 feet from the outside edge of shoulder, 4 feet from the face of curb and 4 feet from the normal edge of shoulder in guardrail sections. A suitable driving cap shall be used and after driving, the top of the post shall have substantially the same cross sectional dimensions as the body of the post.**

When bedrock is encountered in erecting posts, the depth to be drilled into the rock shall be determined by the Resident.

After the posts are driven, delineators shall be mounted 4 feet above the elevation of the edge of the traveled way. In the event that a delineator is required to be installed on a bridge structure, it shall be installed by use of a bracket as shown on the Contract Plans.

Sign support posts to be installed in the sleeve shall be plumbed and set in the material which shall be compacted or tamped around the post. The posts shall be placed so that there is a 2 foot maximum distance from the bottom of the retro-reflective strip on the sign post to the paved travelway or shoulder surface. For wooden posts only, 4 feet of the post shall be placed in the sleeve. Other sign support post installation requirements shall be followed as per Section 645 of the Standard Specifications.

645.063 Installation of Breakaway Devices **Breakaway devices shall be installed at locations indicated on the Contact Plans by an approved method. Each sign and pole shall be carefully demounted for reinstallation at the same or at a new location. Manufacturer's installation information shall be provided on the project.**

If required, poles shall be cut in such a manner that no rough edges will remain. No flame cutting will be permitted. Cut edges on steel poles shall be painted in accordance with Section 645.07.

Existing foundations shall be modified for attachment of the breakaway device as shown on the Contract Plans or approved.

Breakaway devices shall be attached to new foundations in accordance with the recommendations of the breakaway device manufacturer and as approved.

645.064 Installation of Sign Mounted Beacon Array **Beacons installation shall conform to current MUTCD standards.**

Battery and solar assembly shall be of sufficient size to power sign for 7 days without solar charging. Batteries shall be gel cell or absorbed glass mat (AGM) batteries. Solar panel shall be installed facing true south and 60 degrees from vertical.

Connections to service shall be in accordance with section 643.09.

The cabinet should be positioned on the side of the pole farthest from traffic. Only aluminum and steel cabinets will be accepted. All exposed wiring shall be in accordance with section 715.11.

All wiring shall be in accordance with section 718.01-c.

Beacon Array shall meet testing requirements outlined in sections 643.14 a, b, and e.

645.07 Demounting and Reinstalling Existing Signs and Poles Signs and poles designated to be demounted and not designated to be reinstalled, except those designated to be demounted by others, shall be delivered to the Resident.

Existing sign panels, poles, foundations, and sign hardware, damaged because of the Contractor's operations shall be replaced or repaired by the Contractor to the satisfaction of the Resident.

New or relocated regulatory, warning, confirmation or route marker assembly signs shall be installed the same working day as the corresponding existing signs are demounted. All new or relocated guide signs shall be installed within two working days of the time the corresponding existing sign is demounted. Before the Contractor demounts any regulatory or warning sign, they shall erect a similar easel mounted sign at a designated location. The Contractor shall maintain this temporary sign in place until the permanent sign is installed.

Existing signs and poles shall be reinstalled in accordance with the applicable requirements for installing new signs and poles.

Relocated steel posts and clamps shall be field painted two coats after the posts have been erected. The first coat shall be a zinc-dust primer paint meeting Federal Specification TT-P-641B Type II. The second coat shall be bright aluminum paint, aluminum-dust Type II, Class 3 brightness, meeting Federal Specification TT-A-468 with a minimum of 2 lb/gal, with vehicle meeting or exceeding Federal Specification TT-V-109. Scratches shall be touched up after the erection of the sign panels. The touchup shall be with both primer and finish coat. Sign pole surfaces to be painted shall be cleaned and dry when the paint is applied. No painting shall be done in damp weather nor when the air temperature is below 40°F.

645.08 Method of Measurement Demount Signs, Demount Poles, Reinstall Signs, and Reinstall Poles will be measured by each unit.

Bridge-type, cantilever and butterfly-type Sign Support Structures, including the foundations and sign panels, complete in place, as called for on the Contract Plans, will be measured by each unit.

Bridge-Mounted Guide Signs, including supports, will be measured by each unit in place.

Breakaway devices (1 per pole) shall be measured by the unit complete in place and accepted.

The area of roadside guide signs, regulatory, warning, confirmation and route marker assembly signs of the respective types, will be measured by the area in square feet, computed to nearest hundredth of a square foot, as determined by the overall height multiplied by the overall width.

Aluminum poles for roadside guide signs, Type I will be measured by the number of units of each diameter, complete in place. Steel H-beam poles will be measured for payment by the pound, determined from the nominal weight per foot for each size and the lengths as indicated on the Contract Plans.

Demountable reflectorized delineators will be measured by the number of units of each type in place.

All beacons installed on an individual post/pole shall constitute a single installation. Each installation will be measured for payment by the lump sum in place

645.09 Basis of Payment The accepted demounted signs and demounted poles will be paid for at the contract unit price each for the respective item specified. Such price will be full compensation for delivering signs and poles not to be reinstalled to a site designated by the Resident, and all other incidentals necessary to complete the work.

The accepted reinstalled signs or reinstalled poles will be paid for at the contract unit price each. Such price will be full compensation for furnishing new hardware, when required, and all incidentals necessary to complete the installations. All signs or poles designated to be reinstalled that are damaged by the Contractor shall be replaced by the Contractor with new signs or poles conforming to the applicable Specifications at no additional cost to the State.

The accepted bridge-type, cantilever and butterfly-type Sign Support Structures will be paid for at the contract lump sum price for the respective items. Such price will be full compensation for the signs, support structures, foundations, and incidentals necessary to complete the work, including design of the sign supports.

The accepted guide signs-overpass mounted, will be paid for at the contract lump sum price for the respective items, which price will be full compensation for the signs, supports and incidentals necessary to complete the work, including design of the sign supports.

The accepted roadside guide signs and regulatory, warning, confirmation, and route marker assembly signs will be paid for at the contract unit price per square foot. Such payment will be full compensation for furnishing and installing signs, assembly hardware, and all incidentals necessary to complete the work, including design of the sign supports.

The accepted aluminum poles will be paid for at the contract unit price each for the specified diameter, complete in place.

The accepted demountable reflectorized delineators will be paid for at the contract unit price each for the type specified, which payment will be full compensation for delineator and post or bridge rail mounting, complete in place.

Payment for breakaway devices shall be full compensation for furnishing and installing the device, all required pole cutting, for adapting the pole to the breakaway device, for adapting the concrete base to the breakaway device and all other incidentals necessary to complete the work. Separate payment will be made at the respective contract unit prices for demounting and reinstalling the signs and the poles at multi-pole installations. At single-pole installations, separate payment will be made at the respective contract unit prices for demounting and reinstalling the poles only.

The accepted quantity of steel H-beam poles will be paid for at the contract unit price per pound, complete in place as shown on the Contract Plans or as designated.

Furnishing and installing posts for Type II signs, including earth excavation and backfilling, furnishing and placing assembly hardware, backfilling material, loam, seed and other incidentals, will not be paid for directly but will be considered incidental to the cost of the signs they support.

Sign Mounted Beacon Arrays will be paid for at the contract lump sum price, which payment will be full compensation for furnishing all materials including, but not limited to the LED-arrays, flasher, timer, controller cabinets, wiring, pedestrian push buttons, solar panels, batteries, radio devices, radar units, and all appurtenances and incidentals required for a complete and functioning installation and for furnishing all tools and labor necessary for completing the installation. Array must meet all testing and connection requirements of this section

All work, PVC Pipe, Aggregate for Untreated Surface Course and Leveling Course, Underdrain Backfill Material and other materials furnished to install, backfill around, and fill the sleeve in the island and place the sign post in the sleeve shall be incidental to the Section 645 Items.

Payment for excavation of solid bedrock for the placement of wood poles will be made under Item 206.07.

Payment will be made under:

Pay Item		Pay Unit
645.103	**Demount Guide Sign**	**Each**
645.106	**Demount Regulatory, Warning, Confirmation and Route Marker Assembly Sign**	**Each**
645.108	**Demount Pole**	**Each**
645.113	**Reinstall Guide Sign**	**Each**
645.116	**Reinstall Regulatory, Warning, Confirmation and Route Marker Assembly Sign**	**Each**
645.118	**Reinstall Pole**	**Each**
645.12	**Overhead Guide Sign: (STA X + XXX)**	**Lump Sum**
645.13	**Bridge Overpass-Mounted Guide Sign: (STA X + XXX) (Left/Right XX)**	**Lump Sum**
645.14	**Special Work No.: ___**	**Lump Sum**
645.15	**Cantilever Guide Sign: (STA X + XXX)**	**Lump Sum**
645.161	**Breakaway Device Single Pole**	**Each**
645.162	**Breakaway Device Multi Pole**	**Each**
645.251	**Roadside Guide Signs, Type I**	**Square Foot**
645.261	**Bridge Guide Sign, Type I**	**Square Foot**
645.271	**Regulatory, Warning, Confirmation and Route Assembly Sign, Type I**	**Square Foot**
645.281	**5 Inch Aluminum Pole**	**Each**
645.282	**6 Inch Aluminum Pole**	**Each**
645.283	**7 Inch Aluminum Pole**	**Each**
645.284	**8 Inch Aluminum Pole**	**Each**
645.285	**10 Inch Aluminum Pole**	**Each**
645.286	**12 Inch Aluminum Pole**	**Each**
645.289	**Steel H-Beam Poles**	**Pounds**
645.291	**Roadside Guide Signs Type II**	**Square Foot**
645.292	**Regulatory, Warning, Confirmation and Route Marker Assembly Signs Type II**	**Square Foot**
645.301	**Demountable Reflectorized Delineator, Single**	**Each**
645.302	**Demountable Reflectorized Delineator, Double**	**Each**
645.305	**Sign Mounted Beacon Array**	**Lump Sum**

SECTION 652
MAINTENANCE OF TRAFFIC

652.2.4 Other Devices Revise this Section by removing the following paragraph:
" STOP/SLOW paddles shall be the primary and preferred hand held signaling device. Flags shall be limited to Emergencies. The paddle shall have an octagonal shape and be at least 18 inches wide with letters at least 6 inches high and should be fabricated from semi-rigid material"

And replace with these paragraphs:

"Flaggers shall use a STOP / SLOW hand held paddle as the primary and preferred hand signaling device. Flags shall only be limited to emergencies.
STOP / SLOW paddles shall have high intensity prismatic retro reflective sheeting, have an octagonal shape on a rigid handle and shall be at least 18 inches wide with letters at least 6 inches high and shall be constructed from light semi-rigid material. The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background.
STOP / SLOW paddles shall also incorporate either white or red flashing lights on the STOP face and white or yellow flashing lights on the SLOW face of the paddle and always be in use. Paddles must conform to any of the following patterns:
A. Two white or red lights (colors shall be all white or all red), one centered vertically above and one centered vertically below the STOP legend; and/or two white or yellow lights (colors shall be all white or all yellow), one centered vertically above and one centered vertically below the SLOW legend;
B. Two white or red lights (colors shall be all white or all red), one centered horizontally on each side of the STOP legend; and/or two white or yellow lights (colors shall be all white or all yellow), one centered horizontally on each side of the SLOW legend;
C. One white or red light centered below the STOP legend; and/or one white or yellow light centered below the SLOW legend;
D. A series of eight or more small all white or all red lights no larger than 1/4 inch in diameter along the outer edge of the paddle, arranged in an octagonal pattern at the eight corners of the border of the STOP face; and/or a series of eight or more small all white or all yellow lights no larger than 1/4 inch in diameter along the outer edge of the paddle, arranged in a diamond pattern along the border of the SLOW face; or
E. A series of white lights forming the shapes of the letters in the legend.
Flashing light patterns shall be compliant with Section 6E.03 Hand Signaling Devices in the most current version of the Manual on Uniform Traffic Control Devices.
All flashing light patterns on the STOP / SLOW paddle shall be visible from a minimum distance of 1000 feet."

652.3.3 Submittal of Traffic Control Plan On page **6-148**;

Note **b**, revise this section by replacing "5 minutes" with "**10 minutes**" so that the sentence reads: "**The Contractor shall conduct the Work such that traffic delays do not exceed 10 minutes unless longer periods are authorized by the department**."

Note **f,** in the last sentence revise the "105.2.2" to "105.2.3" so that the last sentence reads, "**For a related provision, see Section 105.2.3 – Project Specific Emergency Planning**.".

652.3.4 General Revise the eighth paragraph by removing "Earth Berm" and replace it with "**Concrete Barrier**".

Amend this section by adding the following paragraph before the paragraph beginning with "Special Detours and temporary structures…":

"A temporary ramp shall be constructed with HMA at the ends of the roadway section paved or milled each day. The use of millings or RAP will not be allowed, but cold patch may be temporarily utilized until HMA plants are open for the season. The maximum ramp change in elevation shall not exceed 4" vertical. For Interstate Highways or roadways with speed limits equaling or exceeding 50 mph; temporary ramps shall be constructed at a length of eight feet per inch of transition depth. For roadways with speed limits less than 50 mph and greater than 25 mph, temporary ramps shall be constructed at a length of four feet per inch of transition depth. For roadways with speed limits 25 mph or less, temporary ramps shall be constructed at a length of two feet per inch of transition depth. Materials, placement, maintenance, and removal shall be incidental to contract items."

652.4 Flaggers Revise this section by removing the first paragraph, and replace it with the following"

"The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier. All flaggers must carry an official certification card with them at all times while flagging.

For daytime conditions, flaggers shall wear a top (vest, shirt or jacket) that is orange, yellow, yellow-green, or fluorescent versions of these colors meeting ANSI 107-2004, Class 2 or Class 3, along with a hardhat with 360 ˚ retro-reflectivity.
For nighttime conditions, flaggers shall wear all Class 3 apparel, meeting ANSI 107-2004, including a Class 3 top (vest, shirt or jacket) and a Class E bottom (pants or coveralls), shall be worn along with a hardhat with 360 ˚ retro-reflectivity and shall be visible at a minimum distance of 1000 ft. Flagger stations must be illuminated in nighttime conditions to assure visibility and will be specifically addressed in detail in the Contractor's TCP".
652.41 TRAFFIC OFFICERS
Revise this subsection so that the subsection number and title is

"**652.4.1 TRAFFIC OFFICERS** "

652.6.1 Daylight Work Times Revise this section by removing the word "table" in the first sentence and replacing it with "times procured". Also remove the link http://www.sunrisesunset.com/usa/Maine.asp and replace with https://www.sunrisesunset.com/usa/Maine/.

SECTION 654
VACANT

Change this Section to: **SECTION 654**

INTELLIGENT TRANSPORTATION SYSTEMS

RESERVED

SECTION 656
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.3.4 Water Pollution Control Requirements Revise this section by adding the following to the end:

" **g. Water withdrawals for dust control or moisture control for compaction is prohibited from waterbodies in Maine that have identified invasive plant infestations. For current information and a map of waterbodies where withdrawal is prohibited, visit the DEP website**; https://www.maine.gov/dep/water/invasives/ . **Under the heading, "Control" there is a link to infested waterbodies**. "

656.5.2 If No Pay Item Add the following to the end of the first paragraph:
"Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 will result in a violation letter and a reduction in payment as shown in the schedule list in 656.5.1. The Department's Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SECTION 660
ON-THE-JOB TRAINING

660.06 Method of Measurement

Remove the first sentence in its entirety and replace with " **The OJT item will be measured by the number of OJT hours by a trainee who has successfully completed an approved training program.**"

660.07 Basis of payment to the Contractor
Remove the last word in the first sentence so that the first sentence reads " The OJT shall be paid for once successfully completed at the contract unit price per **hour**."

Payment will be made under
Change the Pay Item from "660.22" to "**660.21**" and change the Pay Unit from "Each" to "**Hour**".

SECTION 672
PRECAST CONCRETE BLOCK GRAVITY WALL

672.031 Concrete Units Revise this section by making the following changes:
In the second paragraph remove "A" and underline "**Materials**".
In the third paragraph remove "B" and underline "**Quality Control and Quality Assurance**".
Revise this section by removing the paragraph "C Construction…" and replacing it with:

"**Construction. Construction requirements are modified as follows:**

Add the following paragraph at the end of the Construction section:

Face texture of the units shall be a formed finish on all exposed surfaces. Pigment shall be added during the casting process of the concrete unit to achieve a consistent shade of gray or other color as determined by the Resident.

Curing. Curing requirements are modified as follows:

Replace the first sentence in the paragraph which begins "Forms shall remain …" with the following:

The forms shall remain in place until the concrete has gained sufficient strength such that removal of the forms and subsequent handling will not damage the units."

In the paragraph beginning with "D" remove "D" and underline "**Concrete Testing**".
In the paragraph beginning with "E" remove the "E" and underline "**Tolerences**". Also in this paragraph add "**Replace Tolerance contents in 712.061 with the following**:" after Tolerances.

672.035 Backfill Material– Revise this section by adding the following after the second paragraph:
Backfill materials shall meet the criteria in the following table.

Base Polymer	Property	Criteria	Test Method
Polyester (PET)	pH	3< pH < 9	AASHTO T-289
Polyolefin (PP & HDPE)	pH	pH > 3	AASHTO T-289

672.04 Design Requirements – Revise this section by replacing items 2 and 3 in the second paragraph with the following:

2. FHWA-NHI-10-024 and FHWA-NHI-10-025, Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, Volumes I and II, current edition.

3. FHWA-NHI-09-087 Corrosion/Degradation of Soil Reinforcements for Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, current edition.

SECTION 673
WETCAST SMALL LANDSCAPE BLOCK WALL

673.031 Concrete Units Revise this section by making the following changes:
In the second paragraph remove "A" and underline "**Materials**".
In the third paragraph remove "B" and underline "**Quality Control and Quality Assurance**".
Revise this section by removing the paragraph "C Construction…" and replacing it with:

"**Construction Add the following paragraph at the end of the Construction section:**

Face texture of the units shall be a formed finish on all exposed surfaces. Pigment shall be added during the casting process of the concrete unit to achieve a consistent shade of gray or other color as determined by the Resident.

Curing. Curing requirements are modified as follows:

Replace the first sentence in the paragraph which begins "Forms shall remain …" with the following:

The forms shall remain in place until the concrete has gained sufficient strength such that removal of the forms and subsequent handling will not damage the units."

In the paragraph beginning with "D" remove "D" and underline "**Concrete Testing**".
In the paragraph beginning with "E" remove the "E" and underline "**Tolerences**". Also in this paragraph add "**Replace Tolerance contents in 712.061 with the following**:" after Tolerances.

673.035 Backfill Material – Revise this section by adding the following after the second paragraph:

Backfill materials shall meet the criteria in the following table.

Base Polymer	Property	Criteria	Test Method
Polyester (PET)	pH	3< pH < 9	AASHTO T-289
Polyolefin (PP & HDPE)	pH	pH > 3	AASHTO T-289

673.04 Design Requirements – Revise this section by replacing items 2 and 3 in the second paragraph with the following:

2. FHWA-NHI-10-024 and FHWA-NHI-10-025, Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, Volumes I and II, current edition.

3. FHWA-NHI-09-087 Corrosion/Degradation of Soil Reinforcements for Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, current edition

SECTION 674
PREFABRICATED CONCRETE MODULAR GRAVITY WALL

674.02 Materials Amend this section by replacing the last sentence in the first paragraph which begins with "Materials shall…"with the following: "**Modify requirements in 712.061 as follows:**".

Amend this section by adding the following after "Concrete Units:" and before the paragraph beginning with "Tolerances ".

Concrete shall be Class P. The concrete shall contain a minimum of 5.5 gallons per cubic yard of calcium nitrite solution.

The minimum permeability of the concrete as indicated by Surface Resistivity shall be 17 KOhm-cm.

Defects Defects which may cause rejection of precast units include, but are not limited to, the following:
Any discontinuity (crack, rock pocket, etc.) of the concrete which could allow moisture to reach the reinforcing steel.
Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep.
Edge or corner breakage exceeding 12 inches in length or 1 inch in depth.
Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure, as determined by the Fabrication Engineer.

Repair honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL). The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners that are not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.

Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning any structural repairs.

SECTION 677
MECHANICALLY STABILIZED EARTH RETAINING WALL

677.03 Design Requirements – Revise this section by replacing items 6, 7 and 8 in the second paragraph with the following:

6. FHWA-NHI-10-024, Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, Volumes I, current edition.
7. FHWA-NHI-10-025, Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, Volumes II, current edition.
8. FHWA-NHI-09-087 Corrosion/Degradation of Soil Reinforcements for Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, current edition

On page 6 - 203 change "636.041" to "677.041"

Amend 677.042 Precast Panel Tolerances and Surface Finish by the addition of the following:

Defects Defects which may cause rejection of precast units include, but are not limited to, the following:

Any discontinuity (crack, rock pocket, etc.) of the concrete which could allow moisture to reach the reinforcing steel.
Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep.
Edge or corner breakage exceeding 12 inches in length or 1 inch in depth.
Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure, as determined by the Fabrication Engineer.

Repair honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL). The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners that are not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.

Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning any structural repairs.

SECTION 681
PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

681.031 Concrete Units Revise this section by making the following changes:
In the second paragraph remove "A" and underline "**Materials**".
In the third paragraph remove "B" and underline "**Quality Control and Quality Assurance**".
In the fourth paragraph remove "C" and underline "**Construction**".

In the fifth paragraph remove "D" and underline "**Concrete Testing**".
In the sixth paragraph remove the "E" and underline "**Tolerences**".

SECTION 702
BITUMINOUS MATERIAL

702.01 Asphalt Cement - Remove this section in its entirety and replace with the following:
Performance-Graded Asphalt Binder (PGAB) that has not been modified with polymer shall conform to the requirements of AASHTO M 320. Polymer modified binder shall meet the requirements of AASHTO M 332 and AASHTO R 92, except that the percent difference in nonrecoverable creep compliance, Jnrdiff, shall not be enforced. Performance-Graded Asphalt Binder shall not contain re-refined engine oil bottoms (REOB).
The Contractor shall arrange for the Supplier to furnish the following items to the Department's Asphalt Pavement Engineer:
a. A Quality Control Plan that conforms to the requirements of AASHTO R 26 "Certifying Suppliers of Performance-Graded Asphalt Binders" and

b. A CERTIFICATE OF ANALYSIS for all asphalt materials furnished for use on the project. The Certificate shall include the actual test results of the material in storage from which the shipments are being made. Certificates shall be supplied for each lot, batch, or blend of each type and grade of material. A new certificate shall be issued at least every 30 days or upon receiving or manufacture of a new material. The original of each Certificate of Analysis shall be mailed to the Departments Asphalt Pavement Engineer.

The Contractor shall give the supplier sufficient notice of orders to permit testing and certification. Material not certified will not be accepted for use.
Deliveries of asphalt materials shall be accompanied by a Bill of Lading containing the information required under Section l08.1.3 f. The Bill of Lading shall include the applicable certificate number and shall include a printed or stamped statement such as the following: "THIS IS TO CERTIFY THAT THE ASPHALT MATERIAL REPRESENTED BY THIS LOADING INVOICE CONFORMS TO THE SPECIFICATIONS OF THE PURCHASER FOR THE MATERIAL TYPE AND GRADE STATED THEREON."
In the event an intermediate hauler of the asphalt material is involved, a copy of their own delivery slip shall be furnished, as well as a copy of the supplier's loading invoice. The hauler's delivery slip and the supplier's loading invoice shall be cross-referenced by use of their respective serial numbers.
All non-bituminous components added to the binder prior to the sampling point for binder certification shall be included on the asphalt binder Certificate of Analysis identifying their presence. All non-bituminous components added after the certification sampling point and prior to transport shall be included on the Bill of Lading. All non-bituminous components added to the binder at the HMA plant shall be identified on the mix plant documentation and accompanied by test results and certification showing the effect of the additives introduced, if any.

702.04 Emulsified Asphalt

Revise this Section by removing the first paragraph in its entirety and replace with the following:

Emulsified Asphalt shall conform to the requirements of AASHTO M 140. Cationic emulsified asphalt shall conform to the requirements of AASHTO M 208. Anionic emulsified asphalt Grade RS-1h shall conform to the requirements in the following table:

Type	Rapid-Setting	
Grade	RS-1h	
Tests on Emulsions	min	max
Viscosity, Saybolt Furol at 25°C SFS	20	100
Storage Stability test, 24-h, %[A]	-	1.0
Demulsibility, 35 ml, 0.02 *N* $CaCl_2$, %	60	-
Sieve Test, %[A]	-	0.10
Residue by distillation, %	55	-
Tests on Residue from Distillation Test	min	max
Penetration, 25°C 100g, 5 s	40	90
Ductility, 25°C 5 cm/min, cm	40	-
Solubility in trichloroethylene or n-propyl bromide, %	97.5	-

[A] **This requirement is waived if successful application of material has been achieved in the field.**

SECTION 703
AGGREGATES

703.01 Fine Aggregate for Concrete Replace the second paragraph with the following:

"All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a color darker than organic plate number 3, the fine aggregate shall be rejected."

703.0201 Alkali Silica Reactive Aggregates. Remove this section in its entirety and replace with the following:

All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to

being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

Class F Coal Fly Ash meeting the requirements of AASHTO M 295.
Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.

Densified Silica Fume meeting the requirements of AASHTO M 307.
Lithium based admixtures
Metakaolin

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

703.06 Aggregate for Base and Subbase - Remove the first two paragraphs in their entirety and replace with these:
"**The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro- Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.**

The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. "

703.081 RAP for Asphalt Pavement
Remove this section in its entirety and replace with the following:

703.081 RAP for Asphalt Pavement **Recycled Asphalt Pavement (RAP) may be introduced into hot-mix asphalt pavement at percentages approved by the Department according to the MaineDOT Policies and Procedures for HMA Sampling and Testing.**

If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

The maximum allowable percent of RAP shall be determined by the asphalt content, the percent passing the 0.075 mm sieve, the ratio between the percent passing the 0.075 mm sieve and the asphalt content, and Coarse Micro-Deval loss values as tested by the Department. The maximum percentage of RAP allowable shall be the lowest percentage as determined according to Table 4 below:

Table 4: Maximum Percent RAP According to Test Results

Classification	Maximum RAP Percentage Allowed	Asphalt content standard deviation	Percent passing 0.075 mm sieve standard deviation	Percent passing 0.075 mm sieve / asphalt content ratio	Residual aggregate M-D loss value
Class III	10%	≤ 1.0	N/A	≤ 4.0	≤ 18
Class II	20%	≤ 0.5	≤ 1.0	≤ 2.8	
Class I	30%	≤ 0.3	≤ 0.5	≤ 1.8	

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage, and are shown below in Table 5.

Table 5: RAP Verification Limits

Classification	Asphalt content (compared to aim)	Percent passing 0.075 mm sieve (compared to aim)
Class III	± 1.5	± 2.0

Class II	**± 1.0**	**± 1.5**
Class I	**± 0.5**	**± 0.7**

For specification purposes, RAP will be categorized as follows:

Class III – A maximum of 10.0 percent of Class III RAP may be used in any base, intermediate base, surface, or shim mixture. A maximum of 20.0 percent of Class III RAP may be used in hand-placed mixes for item 403.209.

Class II – A maximum of 20.0 percent Class II RAP in any base, binder, surface, or shim course.

Class I – A maximum of 20.0 percent Class I RAP may be used in any base, intermediate base, surface, or shim mixture without requiring a change to the specified asphalt binder. A maximum of 30.0 percent Class I RAP may be used in in any base or intermediate base mixture provided that a PG 58-28 or PG 58-34 asphalt binder is used. A maximum of 30.0 percent Class I RAP may be used in any surface or shim mixture provided that PG 58-34 asphalt binder is used. Mixtures exceeding 20.0 percent Class I RAP must be evaluated and approved by the Department.

The Contractor may use up to two different RAP sources in any one mix design. The total RAP percentage of the mix shall not exceed the maximum allowed for the highest classification RAP source used (i.e. if a Class I & Class III used, total RAP must not exceed 30.0%). The blended RAP material must meet all the requirements of the classification for which the RAP is entered (i.e. 10% Class III with 20% Class I, blend must meet Class I criteria). The Department may take belt cuts of the blended RAP to verify the material meets these requirements. If the Contractor elects to use more than one RAP source in a design, the Contractor shall provide an acceptable point of sampling blended RAP material from the feed belt.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

703.19 Granular Borrow

Remove the gradation requirements table, and replace with the following:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Material for Underwater Backfill	Material for Embankment Construction
6 inch	100	
No. 40	0-70	0-70
No. 200	0-7.0	0-20.0

703.33 Stone Ballast - In the third paragraph, remove the words " less than" before 2.60 and add the words "or greater" after 2.60.

SECTION 705
JOINT MATERIAL

705.03 Flexible Watertight Gaskets Revise this section by deleting it in its entirety and replace with "**Flexible gaskets, either rubber or plastic, shall conform to ASTM C990**"

SECTION 708
PAINTS AND PRESERVATIVES

708.05 Timber Preservative Revise this section by removing it in its entirety and replacing with: "**Timber preservatives shall conform to the requirements of AASHTO M 133 and AWPA Standard U1. All preservatives shall meet the requirements of the US EPA regulations under the Federal Insecticide, Fungicide and Rodenticide Act."**

SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.01 Reinforcing Steel Revise this section by removing the sentence starting with "The chemical composition…" in the third paragraph and replace it with the following:
"**The chemical composition shall conform to one of the types listed in Table 2 of ASTM A955 or UNS S32304 Duplex**."

SECTION 710
FENCE AND GUARDRAIL

710.07 Guardrail Posts Amend subsection 'a' by removing the words "white oak", "cedar", "tamarack", "maple", "beech", "birch" and "red oak" from the first sentence. Also in the first sentence, place an "**or**" between "pine" and "eastern hemlock". In the second sentence remove the words "well seasoned". Remove the sentence beginning with "Wood posts and offset brackets…" and replace it with: "**Wood posts and offset brackets shall be preservative treated in accordance with the requirements of AASHTO M 133 and AWPA U1, UC4A Commodity Specification A: Sawn Products**."

SECTION 712
MISCELLANEOUS HIGHWAY MATERIAL

712.061- Structural Precast Concrete Units

Under the heading, Quality Control and Quality Assurance, revise the fourth paragraph to read:

"Acceptance is the prerogative of the Department. The Department will conduct Quality Assurance (QA) in accordance with Standard Specification Subsection 106.5. Testing deemed necessary by the Department that is in addition to the minimum testing requirements will be scheduled to minimize interference with the production schedule. The QAI will perform acceptance sampling and testing and will witness or review documentation, workmanship and testing to assure the Work is being performed in accordance with the Contract Documents."

Under the heading, Construction, revise the paragraph beginning with " Recess inserts one inch…" by removing the first sentence and replacing it with "**Recess metal inserts and form ties a minimum of one inch, unless noted otherwise in the Contract**."

Under the heading, Concrete Testing, revise the first paragraph to read as the following two paragraphs:

"Concrete Testing Acceptance of structural precast units, for each day's production, will be determined by the Department, based on compliance with this specification and satisfactory concrete testing results.

At least once per week, the QAI will make 2 concrete cylinders (6 cylinders when the Contract includes permeability requirements) for use by the Department; cylinders shall be standard cured in accordance with AASHTO T23 (ASTM C31). The QAI will perform entrained air content and slump flow testing, determine water-cement ratio and determine temperature of the sampled concrete at the time of cylinder casting. All testing equipment required by the QAI to perform this testing shall be in accordance with Standard Specification Section 502.041, Testing Equipment. In addition, the Contractor shall provide a slump cone meeting the requirements of AASHTO T 119. Providing and maintaining testing and curing equipment shall be considered incidental to the work and no additional payment will be made.

Quality Control test cylinders shall be made and tested in accordance with the following standards:

AASHTO T 22 (ASTM C39) Test Method for Compressive Strength of Cylindrical Concrete Specimens

AASHTO T23 (ASTM C31) Practice for Making and Curing Concrete Test Specimens in Field

AASHTO T141 (ASTM C172) Practice for Sampling Freshly Mixed Concrete
AASHTO T152 (ASTM C231) Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
AASHTO T196 (ASTM C173) Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C1064 Test Method for Temperature of Freshly mixed Portland Cement Concrete
ASTM C1611 Standard Test Method for Slump Flow of Self-Consolidating Concrete"

Under the heading, Concrete Testing, **delete** the paragraph that begins:
"At least once per week, the Contractor shall make 2 concrete cylinders..…for use by the Department….."

Under the heading, Concrete Testing, revise the paragraph beginning with "Perform compressive strength testing…" by replacing the word "transfer" with the word "**stripping**".

Under the heading, Concrete Testing, revise letter "b" to only read "Air Content shall be 5.5% to 7.5%."

Under the heading, Surface Finish and Repairs, Revise this section by removing it and replacing it with:

"**Surface Finish and Repairs. Exposed surfaces shall be finished and repaired in conformance with the referenced specification. If the finish is not specified, then surfaces shall have a uniform appearance; make repairs to remove and blend fins, patch minor spalls, tie holes, handling device recesses, entrapped air pockets, honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL). The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners not exposed in the final product may be ground smooth with no further repair necessary, if the depth of the defect does not exceed one-half inch. Remove form ties and other hardware to a depth of not less than one inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.**

Repair of structural defects: Structural defects include, but are not be limited to, exposed reinforcing steel, cracks in bearing areas, through cracks and cracks

0.013 inch in width that extend more than 12 inches in length in any direction. Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Give the QAI adequate notice prior to beginning any structural repairs."

SECTION 713
STRUCTURAL STEEL AND RELATED MATERIAL

Section 713.01- Structural Steel Revise this Section by removing the sentence:
" Impact test sampling and testing procedures shall be in accordance with AASHTO T."
And replace it with: **"Impact test sampling and testing procedures shall be in accordance with AASHTO T 243 M/T 243 and AASHTO T 244."**

713.02 High Strength Bolts Revise this section by adding "**F3125, Grade**" after "ASTM" in the first and fifth paragraphs. In the fifth paragraph, remove "They shall meet the chemical and mechanical requirements of ASTM A 325"

SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with "Liquid lime…" change the Specification for Nitrogen (N) from "15.5 percent of which 1% is from ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen" to read "**15.5 % of which 1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen**"
717.061 Erosion Control Blankets Revise this section by removing it in its entirety and replacing it with the following:

"**717.061 Erosion Control Blankets Shall consist of a machine produced rolled blanket of biodegradable fibers, evenly distributed over the entire area of blanket, of a consistent thickness, sewn into a biodegradable mesh on the top and bottom surface using a cotton blend thread. The blanket shall remain in place when subject to shear stress of 1.55 lb/ft^2. The blanket shall remain intact until grass is established. The blanket shall be a product currently listed on the department's Qualified Products List (QPL) of Erosion Control Products. See Section 618.10 - Seeding, Maintenance and Acceptance."**

SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS

720.01 Aluminum Supports Revise the first paragraph by removing the words "light standards" from the last sentence. Amend this paragraph by adding **"(AWS D1.2)"** after "Aluminum D1.2".
Further amend this section by adding the following as a new second paragraph:

"All welds shall be inspected and conform with AWS D1.2, Clause 5, Inspection. 100% of welds shall be visually examined (VT). In addition to VT, 10% of all partial joint penetration (PJP) and fillet welds shall be dye penetrant tested (PT); locations to be PT examined will be designated by the QAI. 25% of complete joint penetration (CJP) welds shall be ultrasonic tested (UT) or PT based on the thinner material in the welded joint; joints with thinner material thicknesses less than 0.25 inch shall be PT examined and joints with thinner material thickness equal or greater than 0.25 inch shall be UT examined. Locations to be UT examined will be designated by the QAI. Extent of testing shall conform with AWS D1.2, Clause 5."

720.02 Aluminum Mast Arm and Bracket Arm Revise the first paragraph by removing the words "light standards" from the last sentence. Amend this paragraph by adding **"(AWS D1.2)"** after "Aluminum D1.2".
Further amend this section by adding the following as a new second paragraph:

"All welds shall be inspected and conform with AWS D1.2, Clause 5, Inspection. 100% of welds shall be visually examined (VT). In addition to VT, 10% of all partial joint penetration (PJP) and fillet welds shall be dye penetrant tested (PT); locations to be PT examined will be designated by the QAI. 25% of complete joint penetration (CJP) welds shall be ultrasonic tested (UT) or PT based on the thinner material in the welded joint; joints with thinner material thicknesses less than 0.25 inch shall be PT examined and joints with thinner material thickness equal or greater than 0.25 inch shall be UT examined. Locations to be UT examined will be designated by the QAI. Extent of testing shall conform with AWS D1.2, Clause 5."

720.10 Wood Utility Pole Amend the first sentence in this section by adding "**, Red Pine**" after "Douglas Fir".

Replace the paragraph beginning with "Wood Utility poles…" with:
"**Wood Utility poles shall be pressure treated, after fabrication in accordance with AASHTO Specifications M 133 and AWPA U1, UC4B, Commodity Specification D: Poles**."

720.12 Wood Sign Posts Remove the first sentence and replace with "**Wood sign posts shall be rectangular, straight and sound timber, cut from live growing native spruce, red pine, hemlock or cedar trees, free from loose knots or other structurally weakening defects of importance, such as shake or holes or heart rot**."

Remove the paragraph beginning with "When pressure treated sign posts are called for on the plans …" with "**When pressure treated sign posts are called for on the plans, the wood shall be Yellow Pine, Number 2 or better, or the species listed above. The pressure treated wood shall meet AASHTO M 133 and AWPA Standard U1, UC4A, Commodity Specification A: Sawn Products.**"

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other then a bona fide employee working solely for me) to solicit or secure this contract;

(B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

By signing and submitting a Bid, the Bidder acknowledges that this certification is to be furnished to the Maine Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract in anticipation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

> the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

For a related provisions, see Section 102.7.2 (C) of the Standard Specifications - "Effects of Signing and Delivery of Bids" - "Certifications", Section 3 of this Appendix A entitled "Other Federal Requirements" including section XI - "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and section XII. - "Certification Regarding Use of Contract Funds for Lobbying."

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B. Bid Rigging Hotline To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 2 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Nondiscrimination & Civil Rights - Title VI The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with all State of Maine and other Federal Civil Rights laws.

For related provisions, see Subsection B - "Nondiscrimination and Affirmative Action - Executive Order 11246" of this Section 2 and Section 3 - Other Federal Requirements of this "Federal Contract Provisions Supplement" including section II - "Nondiscrimination" of the "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273.

B. Nondiscrimination and Affirmative Action - Executive Order 11246 Pursuant to Executive Order 11246, which was issued by President Johnson in 1965 and amended in 1967 and 1978, this Contract provides as follows.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.

Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later that one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.

Validate all tests and other selection requirements.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

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Start of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

§60-4.2 Solicitations

(d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation in each trade	6.9%

Goals for minority participation for each trade

Maine	
001 Bangor, ME	0.8%
Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)	
002 Portland-Lewiston, ME	
SMSA Counties: 4243 Lewiston-Auburn, ME (Androscoggin)	0.5%
6403 Portland, ME (Cumberland, Sagadahoc)	0.6%

Non-SMSA Counties: 0.5%
(Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated started and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;

   d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.

6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both make and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)

10. The Contractor shall not use the goals and timetables or affirmative action even through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location sat which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

End of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

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D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or $2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

> "This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of $2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States."

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417
Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or
2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a

prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" (expermnt.htm) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are

permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

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Cargo Preference Act : Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels."(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The Cargo Preference Act requirements apply to materials or equipment that are acquired for a specific Federal-aid highway project. In general, the requirements are not applicable to goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project. However, if materials or equipment are acquired solely for a Federal-aid project, then the Cargo Preference Act requirements apply."

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

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment,

termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act),

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a

different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

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

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

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

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

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

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

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

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

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

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

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

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

End of FHWA 1273

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

E

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all ***Federal-Aid Highway Program activities*** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

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

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

MAINE DEPARTMENT OF TRANSPORTATION
(*Name of Recipient*)

by _____
Bruce A. Van Note, Commissioner

DATED 2/13/19

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 Highway Administration (FWHA)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to 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 ***23 U.S. Code § 107***, the Regulations for the Administration of ***the Federal Aid Highway Program***, and the policies and procedures prescribed by the ***FHWA*** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 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, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, 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 the ***Maine Department of Transportation*** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non discrimination covenants, the ***Maine Department of Transportation*** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the ***Maine Department of Transportation*** will there upon revert to and vest in and become the absolute property of the ***Maine Department of Transportation*** and its assigns.*

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 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 Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).