

Updated 12/13/2021

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

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

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

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

NOTICE

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

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

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Snowden at rebecca.snowden@maine.gov or 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, executors, administrators, successors and assigns, jointly and severally.

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

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

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

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

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.

MDOT's DBE Directory of Certified firms can also be obtained at <https://www.maine.gov/mdot/civilrights/dbe/>

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

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

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

Revised 1/12

DBE GOAL NOTICE FFY 2022-2024
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 2022-24 (October 1, 2021 through September 30, 2024) MaineDOT has established an annual DBE participation goal of **1.97%** 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, 2024. MaineDOT 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 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 1.97% 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

**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

W B E	D B E	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/>**

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

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

For additional information and guidance contact:

Civil Rights Office at (207) 624-3066

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

Vendor Registration

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

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

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **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 02, 2022 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 **Kent Cooper** 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.

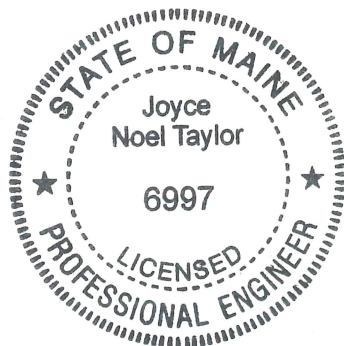
Each Bid must be made upon blank forms provided by the Department. **No Bid Bond, Performance Bond, or Maintenance Bonds shall be required. A contractor may bid on any or all Regions. A two-year warranty will be incidental to all plantings. Per Special Provision 110 appropriate Certificates of Insurance should be submitted as part of bid documents.**

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, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
February 09, 2022



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	2022 Schedule of Items / Item Description	Qty.	Unit	Region 1		Region 2		Region 3		Region 4		Region 5	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
304.09	Aggregate Base Course- crushed Type A	3	CY										
411.131	6" Compacted stone dust gravel base	100	SF										
609.11	Vertical Curb Type I	50	LF										
613.319	Erosion Control Blanket	50	SY										
615.07	Loam	10	CY										
616.08	Sod	100	SY										
617.35	Compost	10	CY										
617.381	Erosion Control Mulch	10	CY										
618.13	Seeding Method Number 1	10	1,000 SF										
618.14	Seeding Method Number 2	10	1,000 SF										
618.141	Seeding Method Number 3	5	1,000 SF										
619.12	Mulch Cellulose Fiber Hydroseed Mulch	10	1,000 SF										
619.13	Bark Mulch	10	CY										
619.14	Erosion Control Mulch	10	CY										
621.014	Evergreen Trees 18" - 24" Gr A	5	Each										
621.025	Evergreen Trees 3'-4' B&B Gr A	5	Each										
621.026	Evergreen Trees 3'-4' B&B Gr B	5	Each										
621.031	Evergreen Trees 4'-5' B&B Gr A	5	Each										
621.032	Evergreen Trees 4'-5' B&B Gr B	5	Each										
621.037	Evergreen Trees 5'-6' B&B Gr A	5	Each										
621.038	Evergreen Trees 5'-6' B&B Gr B	5	Each										
621.039	Evergreen Trees 5'-6' B&B Gr C	5	Each										
621.043	Evergreen Trees 6'-8' B&B Gr A	5	Each										
621.044	Evergreen Trees 6'-8' B&B Gr B	5	Each										
621.045	Evergreen Trees 6'-8' B&B Gr C	5	Each										
621.046	Evergreen Trees 8'-10' B&B Gr A	3	Each										
621.047	Evergreen Trees 8'-10' B&B Gr B	6	Each										
621.048	Evergreen Trees 8'-10' B&B Gr C	3	Each										
621.101	Plug/starter plant 2" cont. 6" min.	36	Each										
621.122	Small Decid Trees 5'-6' multistem clump Gr C	1	Each										
621.127	Small Decid Trees 6'-8' Gr B	3	Each										
621.184	Med Decid Trees 8'-10' Gr A	1	Each										
621.201	Med Decid Trees 2"-2 1/2" cal B&B Gr A	3	Each										
621.247	Lg. Decid Trees 4'-5' Gr A	1	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 1 3/4" - 2" cal Gr A	3	Each										
621.273	Lg. Decid Trees 2"-2 1/2" cal B&B Gr A	3	Each										
621.279	Lg. Decid Trees 2 1/2" - 3" cal B&B Gr A	3	Each										
621.285	Lg. Decid Trees 3" - 3 1/2" cal B&B Gr A	1	Each										
621.291	Lg. Decid Trees 3 1/2" - 4" cal B&B Gr A	1	Each										

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, 2022**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, March 2020 Edition.

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, March 2020 Edition, Standard Details, March 2020 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, March 2020 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the contract requirements, the Plans, Standard Specifications March 2020 Edition, Standard Details March 2020 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, March 2020 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 March 2020 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, Acting 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, 2022**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, March 2020 Edition.

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, March 2020 Edition, Standard Details, March 2020 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, March 2020 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the contract requirements, the Plans, Standard Specifications March 2020 Edition, Standard Details March 2020 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, March 2020 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 March 2020 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, Acting 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, 2022** 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 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

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

SPECIAL PROVISION
SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Add the following sentence to the end of 110.3 Insurance:

Required Insurance documents shall be submitted with the bid.

110.3 Insurance The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

110.3.1 Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract, including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

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**

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? YES NO

(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?YES NO

(c) Within the last five years, has another party completed the Work which the Contractor was originally responsible to perform?YES NO

(d) Within the last five years, has the Contractor had liquidated damages assessed against it? YES NO

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?YES NO

(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?YES NO

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?YES NO

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? YES NO

7. Safety

7.1 Has the Contractor had any accidents in the past three years that caused any fatalities, lost workdays or restricted workdays? YES NO

7.2 Has the Contractor had any accidents in the past three years that caused over \$25,000 in property damage? YES NO

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? YES NO

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? YES NO

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 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. verify or
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** March 2020 Edition and **Standard Details**
<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. **Successful bidders will be required to follow an approved Covid-19 Safety Plan.**
4. Note there are updates to fertilizer and seed specifications March 2020.
5. Note: Bid Unit Prices may be entered into the formatted spread sheet for paper submittal. Note all bids must be submitted in printed paper format only. Electronic spread sheets will be requested from successful bidders.
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 can not 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 on site 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.
18. Insurance Certificates must be submitted as part of the bid package per Special Provision SP110.

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**, March 2020; and ANLA *American Standard for Nursery Stock* ANSI Z60.1-2004.

State of Maine, Department of Transportation, Standard Specifications, Revision of March, 2020 can be found at:

<https://www.maine.gov/mdot/contractors/publications/standardspec/#undefined1>

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 his 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. Plants shall have the following spacing:

- 1.5' o.c.:** Items 621.713
- 2' o.c.:** Items 621.1, 621.711
- 3' o.c.:** Items 621.389, 621.512
- 4' o.c.:** Items 621.395, 621.396, 621.486, 621.54
- 6' o.c.:** Items 621.401, 621.402, 621.492, 621.498, 621.546, 621.552, 621.558

The following list of Items provides an estimated list of typical material(s) 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 Pay Items

304.09	Aggregate Base Course-crushed Type A
411.131	Compacted stone dust gravel base/path 6" in place (Square Foot)
609.11	Vertical Curb Type I
613.319	Erosion Control Blanket
615.07	Loam (Cubic yard)
616.08	Sod (Square Yard)
617.35	Compost (Cubic yard)
617.381	Erosion Control Mix (Cubic yard)
618.13	Seeding Method Number 1
618.14	Seeding Method Number 2
618.141	Seeding Method Number 3
619.12	Cellulose Fiber Hydroseed Mulch
619.13	Bark Mulch (Cubic yard)
619.14	Erosion Control Mulch (Cubic Yard)
621.014	Evergreen Trees 18" - 24" cont. Group A White Pine, Scotch Pine, Red Pine, Balsam Fir, Norway Spruce (<i>Pinus strobus</i> , <i>P. sylvestris</i> , <i>P. resinosa</i> , <i>Abies balsamea</i> , <i>Picea abies</i>)
621.025	Evergreen Trees 3' - 4' B&B Group A White Pine, Red Pine, Arborvitae, White Spruce, (<i>Pinus strobus</i> , <i>Pinus resinosa</i> , <i>Picea glauca</i> , <i>Thuja</i>)
621.026	Evergreen Trees 3' - 4' B&B Group B Norway Spruce, Colorado Spruce, Balsam Fir (<i>Picea abies</i> , <i>Picea pungens</i> , <i>Abies balsamea</i>)
621.031	Evergreen Trees 4' - 5' B&B Group A White Pine, Red Pine, Arborvitae, White Spruce, (<i>Pinus strobus</i> , <i>Pinus resinosa</i> , <i>Picea glauca</i> , <i>Thuja</i>)
621.032	Evergreen Trees 4' - 5' B&B Group B Norway Spruce, Colorado Spruce, Balsam Fir (<i>Picea abies</i> , <i>Picea pungens</i> , <i>Abies balsamea</i>)
621.037	Evergreen Trees 5' - 6' B&B Group A White Pine, Red Pine, Arborvitae (<i>Pinus strobus</i> , <i>Pinus resinosa</i> , <i>Thuja</i>)
621.038	Evergreen Trees 5' - 6' B&B Group B Norway Spruce, Balsam Fir, Larch (<i>Picea abies</i> , <i>Abies balsamea</i> , <i>Larix decidua</i>)
621.039	Evergreen Trees 5' - 6' B&B Group C Colorado Blue Spruce, White Fir, Hemlock (<i>Picea pungens glauca</i> , <i>Abies concolor</i> , <i>Tsuga canadensis</i>)
621.043	Evergreen Trees 6'-8' B&B Group A White Pine, Red Pine, Arborvitae (<i>Pinus strobus</i> , <i>Pinus resinosa</i> , <i>Thuja</i>)
621.044	Evergreen Trees 6' - 8' B&B Group B Norway Spruce, White Fir, Balsam Fir (<i>Picea abies</i> , <i>Abies concolor</i> , <i>Abies balsamea</i>)
621.045	Evergreen Trees 6' - 8' B&B Group C Colorado Blue Spruce, White Fir, Hemlock (<i>Picea pungens glauca</i> , <i>Abies concolor</i> , <i>Abies balsamea</i>)
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 Medium Deciduous Trees 8' -10' multistem Group A
Amelanchier, River Birch, Paper Birch, Red Maple
(Amelanchier, Betula nigra, Betula papyrifera, Acer rubrum)
- 621.201 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 ¾"-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 3 ½- 4 " cal. B&B Group A Red Maple vars., Sugar Maple
vars, Pin Oak, *(Acer rubrum, Acer saccharum, Quercus palustris)*
- 621.297 Large Deciduous Trees 4" - 4 ½" cal B&B Group A Red Maple vars.,
Sugar Maple vars., Pin Oak *(Acer rubrum, Acer saccharum, Quercus palustris)*
- 621.389 Evergreen Shrubs 15"-18" cont. Group B
Junipers, Spreading Yews *(Juniperus vars., Taxus vars.)*
- 621.395 Evergreen Shrubs 18"- 24"cont. Group A Junipers
(Juniperus vars.)
- 621.396 Evergreen Shrubs 18"- 24"cont. Group B, Spreading Yews, Mugho Pine
(Taxus vars, Pinus mugo mugo)

- 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)
- 621.413 Evergreen Shrubs 3'- 3.5' cont. Group A
Bird's Nest Spruce, Yews
(*Picea abies nidiformis*, *Taxus* vars)
- 621.486 Broadleaf Evergreens 18"- 24" cont. Group A
PJM Rhododendron, Rhododendron Hybrids, Andromeda vars.
(*Rhododendron* ssp., *Pieris japonica*)
- 621.492 Broadleaf Evergreens 2'- 2.5' cont. or B&B Group A
Rosebay Rhododendron, *Catawba Rhododendron*(*Rhododendron* ssp.)
- 621.498 Broadleaf Evergreens 2.5' - 3' cont. or B&B Group A
Rosebay Rhododendron, *Catawba Rhododendron*(*Rhododendron* ssp.)
- 621.512 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*
- 621.558 Deciduous Shrubs 4'- 5' cont. Group A Lilac cultivars (*Syringa* x. *hybrid*),
Forsythia hybrids, Winterberry (*Ilex verticillata*) Kousa Dogwood (*Cornus kousa*)
- 621.65 Vines 12"-15" Group A Hybrid clematis (*Clematis* x *hybrid*, *paniculata*)
- 621.66 Vines 18" – 24" Group C 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, 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 (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.

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

Bid prices shall apply to both spring and fall planting seasons 2022.

* * *

Statewide
Landscape Services
February 9, 2022

SPECIAL PROVISION
Section 107
TIME
(Contract Time)

The Contract shall start at time of signing.

The Contract shall be in effect until **December 31, 2022**

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:

<u>Pay Item</u>	<u>Pay Unit</u>
411.131 Stone Dust Surface Course	Square Foot

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 contaminants 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:

<u>Pay Item</u>	<u>Pay Unit</u>
<u>617.35</u> Compost	Cubic Yard

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.

<u>Equipment</u>	<u>Description</u>	<u>Requirements</u>
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:

	<u>Pay Item</u>	<u>Pay Unit</u>
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]

SPECIAL PROVISION
SECTION 642
Granite Posts

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:

<u>Pay Item</u>	<u>Pay Unit</u>
642.20 Granite Post [Each]	Each

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

Signs include:

Road Work xxxx¹.
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

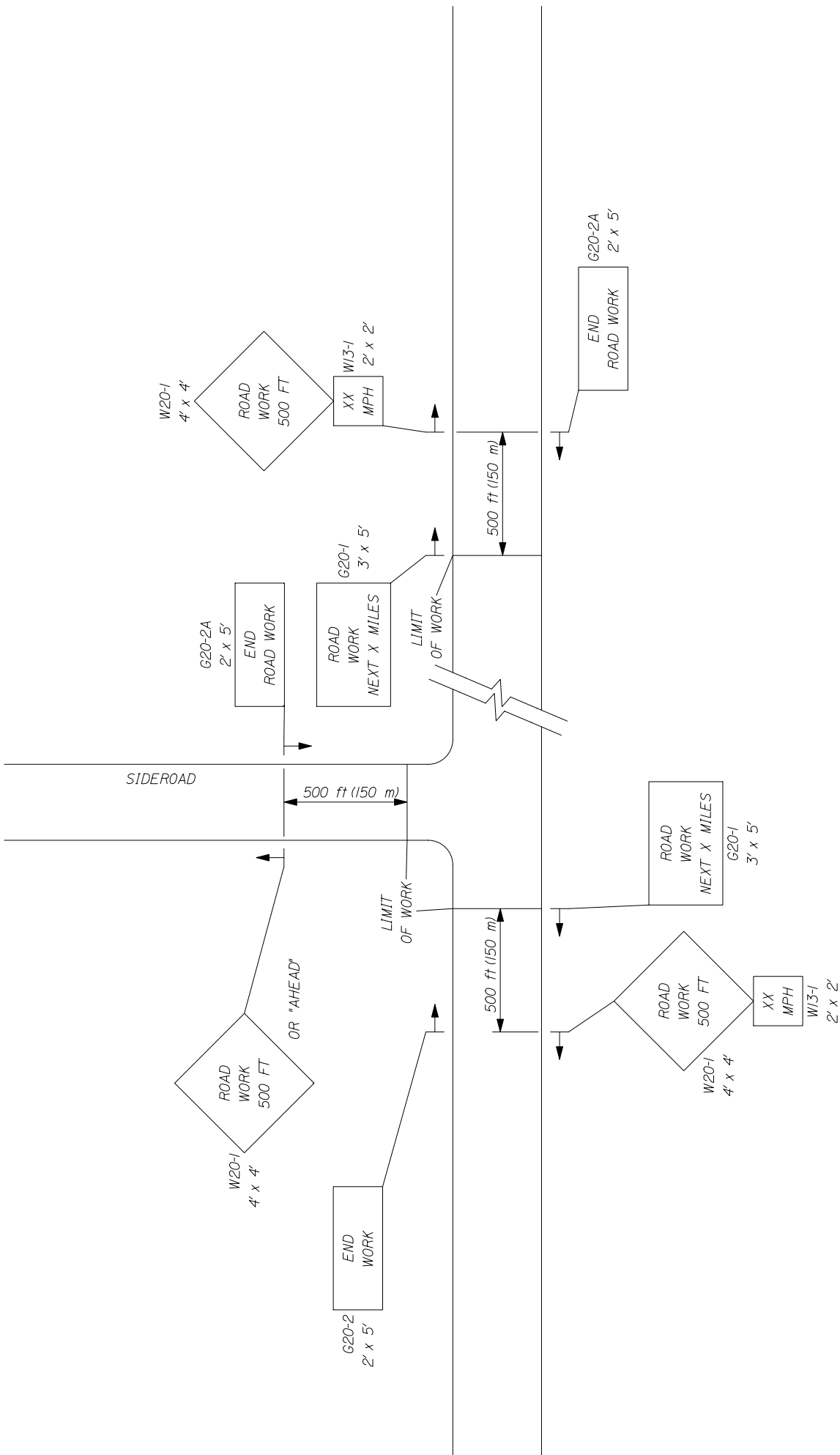
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

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

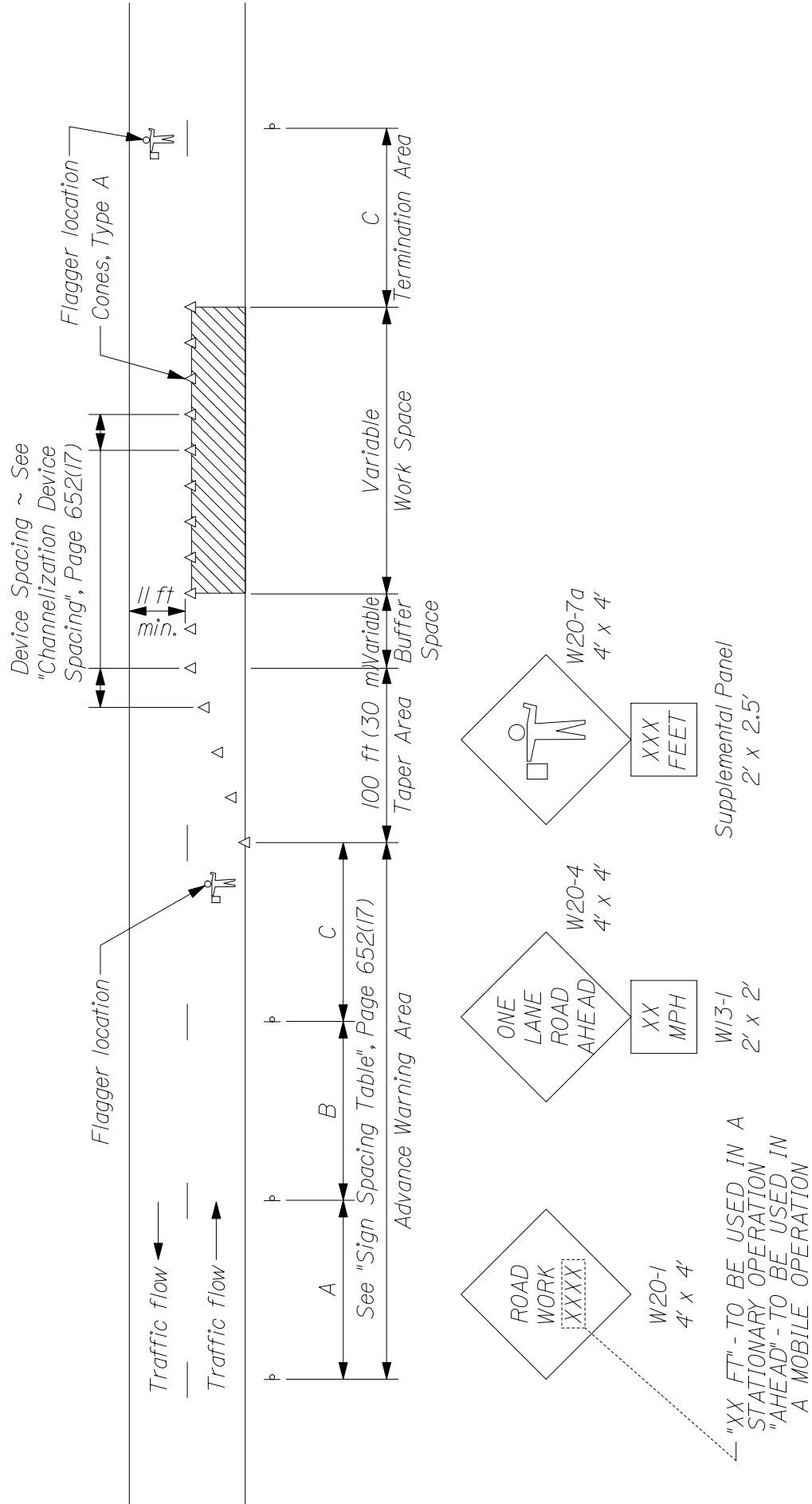
- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving and milling work areas.
- Where more than one work area restricts traffic to one lane operation, these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

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

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



-- PROJECT APPROACH SIGNING --
TWO WAY TRAFFIC



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

* 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.

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

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.

GENERAL NOTES;

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

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).

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.

* * *

**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

659.101

Pay Unit

Lump Sum

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.

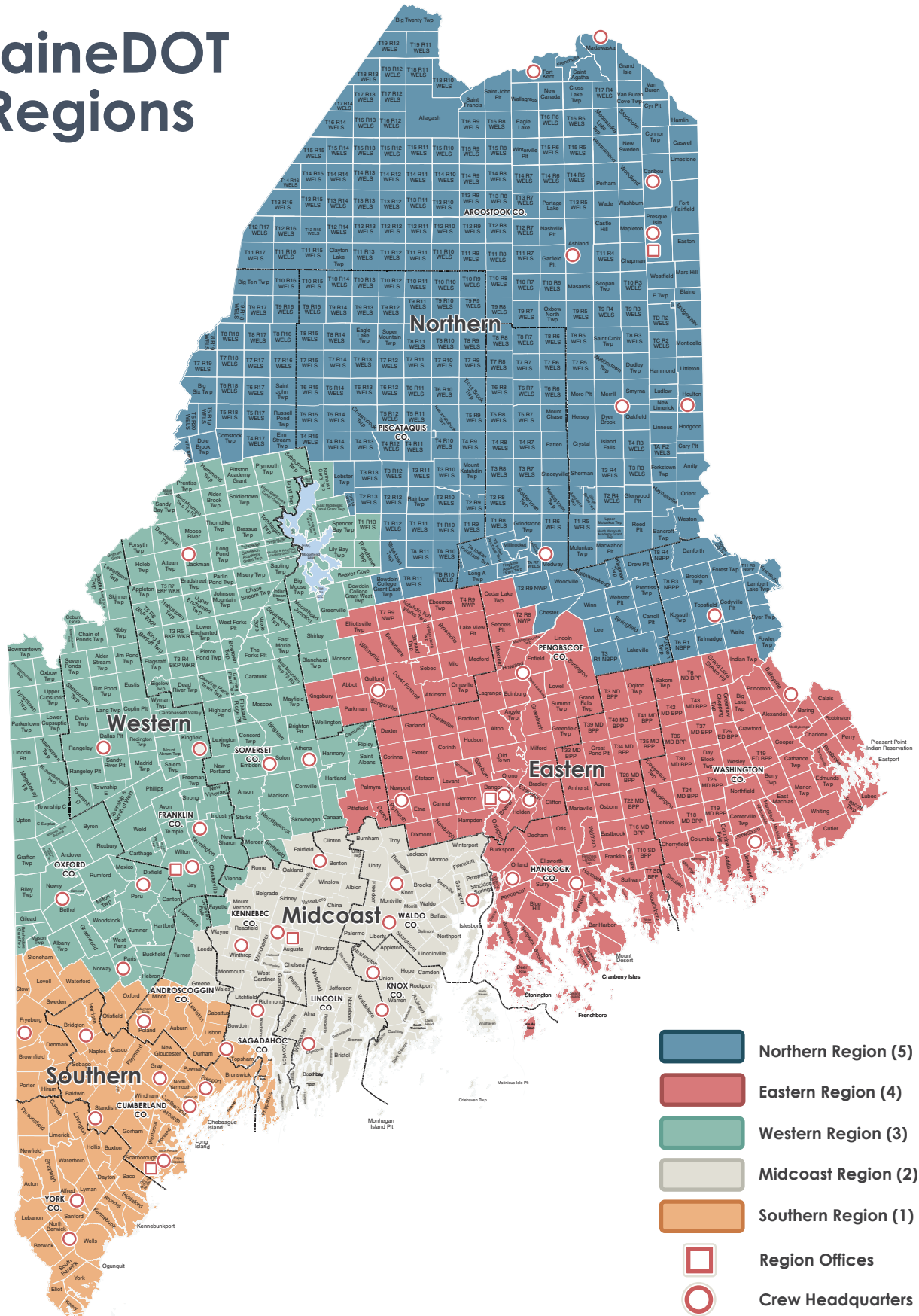
Method of Measurement: Payment will be based on the actual purchase price for materials plus a 15% contractor mark-up and paid as Lump Sum.

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

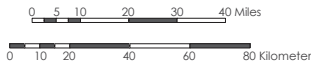
Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
890.02 Supplemental Landscape Materials	Lump Sum [L.S.]

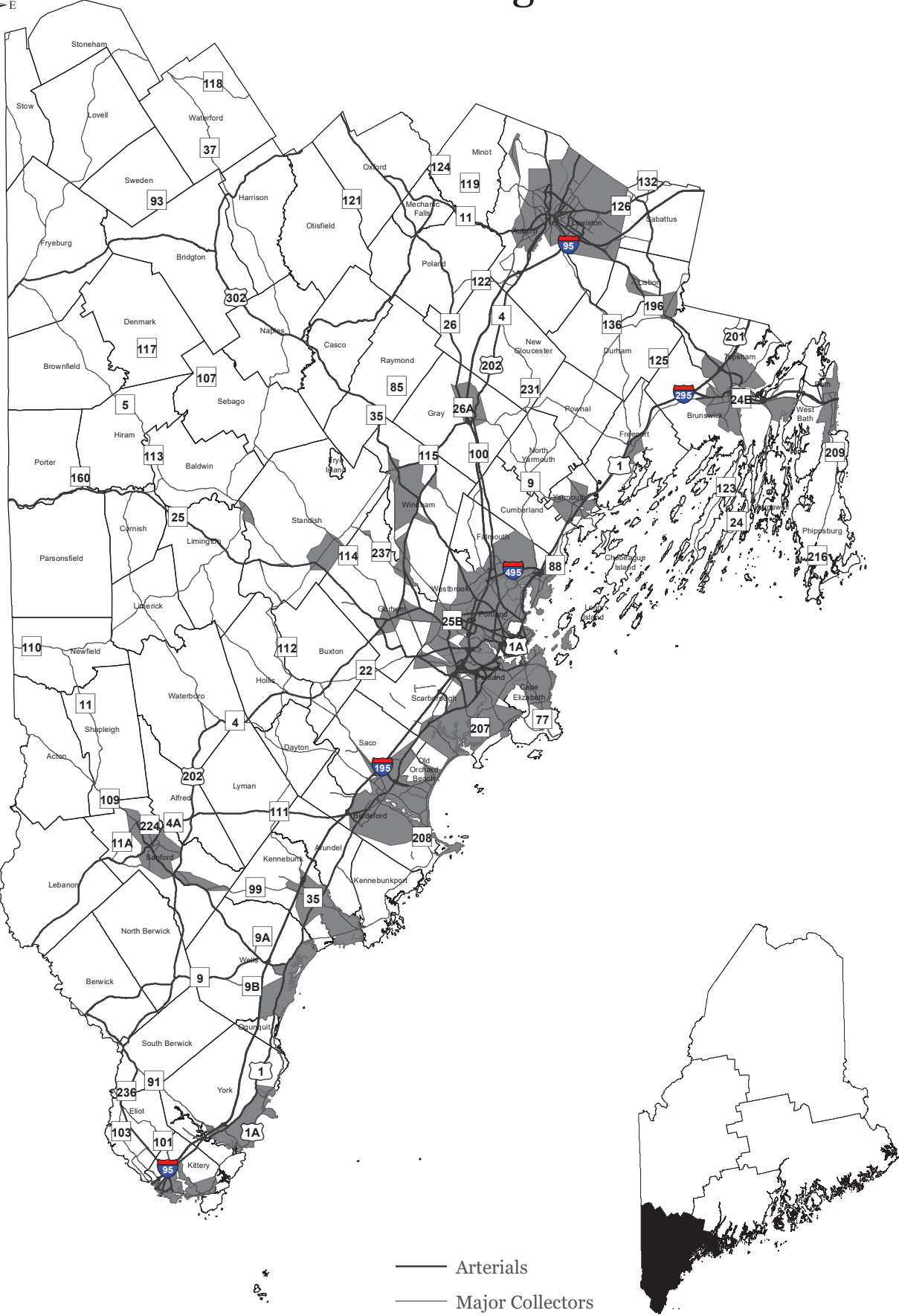
MaineDOT Regions



Revised Sept. 2020



Region 1 - Southern



- Arterials
- Major Collectors
- State Urban Areas



Region 3 - Western



Revised September 2020



Region 4 - Eastern



- Arterials
- Major Collectors
- State Urban Areas

January 5, 2005

SPECIAL PROVISION
SECTION 104
(WAGE RATES)

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

"General Decision Number: ME20220045 01/07/2022

Superseded General Decision Number: ME20210045

State: Maine

Construction Type: Highway

County: Androscoggin County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022

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 Division National Office Branch of Wage Surveys. 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"

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.

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

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

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

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

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:

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

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

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END OF GENERAL DECISION"

"General Decision Number: ME20220046 01/07/2022

Superseded General Decision Number: ME20210046

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022

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.

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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:

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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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END OF GENERAL DECISION"

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

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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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END OF GENERAL DECISION"

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, Shovel, 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

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

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END OF GENERAL DECISION"

"General Decision Number: ME20220037 01/07/2022

Superseded General Decision Number: ME20210037

State: Maine

Construction Type: Highway

County: Kennebec County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022

* ENGI0004-005 04/01/2018

Rates	Fringes
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POWER EQUIPMENT OPERATOR:	
Grader/Blade, Milling	
Machine, Paver (Asphalt,	
Aggregate, and Concrete),	
Roller Asphalt.....	\$ 22.61 12.50

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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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.

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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:

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- * a survey underlying a wage determination
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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"

	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
TRUCK DRIVER: Dump Truck.....	\$ 16.68	2.79
TRUCK DRIVER: TackTruck.....	\$ 20.18	7.75

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.

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OPERATOR: Loader.....	\$ 18.59	5.53
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TRAFFIC CONTROL: Flagger.....	\$ 9.38	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.47	4.80
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OPERATOR: Screed.....	\$ 19.02	4.82
OPERATOR: Roller (Earth).....	\$ 16.43	3.40
OPERATOR: Roller Asphalt.....	\$ 24.16	3.55
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END OF GENERAL DECISION"

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

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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
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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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The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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END OF GENERAL DECISION"

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.

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Union Rate Identifiers

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

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END OF GENERAL DECISION"

"General Decision Number: ME20220048 01/07/2022

Superseded General Decision Number: ME20210048

State: Maine

Construction Type: Highway

County: Sagadahoc County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022

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.

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END OF GENERAL DECISION"

	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
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SUME2014-038 06/23/2017

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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

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

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END OF GENERAL DECISION"

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
OPERATOR: Broom/Sweeper.....	\$ 16.52	6.38
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)).

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.

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END OF GENERAL DECISION"

"General Decision Number: ME20220049 01/07/2022

Superseded General Decision Number: ME20210049

State: Maine

Construction Type: Highway

County: York County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022

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

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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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=====

END OF GENERAL DECISION"

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.

**2022 Fair Minimum Wage Rates
 Highway & Earth Statewide**

Occupational Title	Minimum Wage	Minimum Benefit	Total
Carpenter	\$25.79	\$4.37	\$30.16
Cement Masons And Concrete Finisher	\$20.00	\$0.00	\$20.00
Commercial Divers	\$28.00	\$2.50	\$30.50
Construction And Maintenance Painters	\$23.34	\$2.53	\$25.87
Construction Laborer	\$21.50	\$0.37	\$21.87
Control And Valve Installers And Repairers - Except Mechanical Door	\$26.00	\$5.49	\$31.49
Conveyor Operators And Tenders	\$18.00	\$2.71	\$20.71
Crane And Tower Operators	\$31.54	\$6.68	\$38.22
Crushing Grinding And Polishing Machine Operators	\$21.00	\$4.52	\$25.52
Earth Drillers - Except Oil And Gas	\$23.25	\$5.53	\$28.78
Electricians	\$39.27	\$20.31	\$59.58
Excavating And Loading Machine And Dragline Operators	\$26.15	\$4.38	\$30.53
Fence Erectors	\$18.00	\$0.72	\$18.72
Flaggers	\$17.00	\$0.00	\$17.00
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$26.33	\$4.06	\$30.39
Heavy And Tractor - Trailer Truck Drivers	\$22.18	\$3.16	\$25.34
Highway Maintenance Workers	\$21.09	\$2.90	\$23.99
Industrial Machinery Mechanics	\$26.00	\$5.19	\$31.19
Industrial Truck And Tractor Operators	\$24.00	\$5.61	\$29.61
Light Truck Or Delivery Services Drivers	\$20.00	\$2.30	\$22.30
Millwrights	\$25.13	\$3.51	\$28.64
Mixing And Blending Machine Operators	\$24.71	\$8.59	\$33.30
Mobile Heavy Equipment Mechanics - Except Engines	\$25.00	\$3.37	\$28.37
Operating Engineers And Other Equipment Operators	\$30.90	\$2.74	\$33.64
Paving Surfacing And Tamping Equipment Operators	\$24.71	\$4.42	\$29.13
Pipelayers	\$28.00	\$7.20	\$35.20
Plumbers Pipe Fitters And Steamfitters	\$26.00	\$2.93	\$28.93
Reinforcing Iron And Rebar Workers	\$48.58	\$0.00	\$48.58
Structural Iron And Steel Workers	\$24.00	\$1.36	\$25.36

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


Apprentices – The minimum wage 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.

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

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

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

A true copy

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

Expiration Date: 12-31-2022

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2020)

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Holidays Amend this paragraph by adding “**Juneteenth**” between ‘Memorial Day’ and ‘Independence Day’.

SECTION 102
BIDDING

102.11 Bid Responsiveness Revise the paragraph that states
“The Bid is not signed by a duly authorized representative of the Bidder.” So that it reads:

“The Bid is not signed by a duly authorized representative of the Bidder.

- **Properly submitted electronic bids meet this requirement.**
- **Paper bids must include at least one signed copy of the Contract Agreement Offer & Award form.”**

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise the last sentence in the first paragraph by removing “105.4.5 – Special Detours” and replacing it with “**105.4.5 – Maintenance of Existing Structures.**”.

SECTION 105
GENERAL SCOPE OF WORK

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word “handicap” in two places with the word “disability” so it now reads:

“2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability.”

SECTION 106
QUALITY

106.6 Acceptance Revise this Subsection by replacing the paragraph beginning with “Acceptance of Hot Mix Asphalt Pavement will be based” with:

“Acceptance of Hot Mix Asphalt Pavement will be based on Method A or C Statistical Acceptance, or Method B or D Acceptance as specified. The method of acceptance for each item is defined in Special Provision, Section 403, Hot Mix Asphalt Pavement. When items of Hot Mix Asphalt Pavement are not so designated, Method A will be utilized whenever there are more than 1000 tons per Hot Mix Asphalt Pavement item, and Method B will be utilized when there are less than or equal to 1000 tons per Hot Mix Asphalt Pavement item.”

Revise Subsection “B” by removing it and replacing it with:

“B. Items not designated for Statistical Acceptance will utilize Method B or D Acceptance testing to validate the quality of the material incorporated into the Project. For material paid under Item 403.209 – Method D, or designated to be visually accepted, the Contractor shall provide the Department with a Certification Letter that indicates that the material supplied complies with the Specifications. Test results representative of the certified material shall be attached to the letter.

The Department will randomly sample and test the certified Material for properties noted in Table 1 of Section 502 - Structural Concrete or Table 14 of Section –401.21 Acceptance Method B & D. Material will be subject to rejection as noted in Structural Concrete Section 502.195 - Quality Assurance Method C Concrete or Hot Mix Asphalt, Section 401.2022 Pay Adjustment – Method B & D.”

106.7.1 Standard Deviation Method Revise 106.7.1, subsection H by removing the following from the first paragraph:

“Method B: $PF = [70 + (Quality\ Level * 0.33)] * 0.01$ ”

SECTION 107 TIME

107.3.1 General Amend this paragraph by adding “**Juneteenth**” between ‘Patriot’s Day’ and ‘the Friday after Thanksgiving’.

SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

110.3.9 Administrative & General Provisions Amend this subsection by adding “**Automobile Liability**” under letter A) Additional Insured to the list of exceptions.

SECTION 206 STRUCTURAL EXCAVATION

206.01 Description – *Structural Earth Excavation, Below Grade* delete the entire sentence and replace with “**shall consist of the removal of excavation required for unknown or unanticipated subsurface condition. See 206.04 – Method of Measurement for pay limits.**”

206.04 Method of Measurement – Drainage and Minor Structures Paragraph 1, sentence 2, delete the remainder of the sentence beginning with “...provided the maximum allowable...”

And replace with: “...in accordance with the following limits:”

- **Vertical pay limits:**
 - o **Below a plane parallel with and 12 inches below the bottom of the drainage or minor structure or**
 - o **Below the excavation limits shown in the Bid Documents; whichever is greater.**

- **Horizontal pay limits** – **The maximum allowable horizontal dimensions shall not exceed those bounded by vertical surfaces 18 inches outside the base, or extreme limits of, the structure, and to the vertical neat lines of underdrain trenches, as shown in the Contract Documents.**

SECTION 401 HOT MIX ASPHALT PAVEMENT

401.19 Contractor Quality Control Amend this Section by adding the following to the end:
“**Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all items covered by the QCP as identified in Special Provision 403.**”

SECTION 502 STRUCTURAL CONCRETE

502.09 Forms and Falsework Amend this subsection by adding the subsection title “**502.10 Placing Concrete**” after section “D” Removal of Forms and False work” and after the paragraph beginning with “2. Forms and False work, including blocking...”. So that a new subsection starts and reads:

“**502.10 Placing Concrete**

A. **General Concrete shall not be placed until forms”**

502.1701 Quality Control, Method A and B Revise this Section so that the first paragraph and the first sentence of the second paragraph read:

502.17 Quality Control The Contractor shall control the quality of the concrete through testing, inspection, and practices which shall be described in the QCP, sufficient to assure a product meeting the Contract requirements. The QCP shall meet the requirements of Section 106, Quality, and this specification. No work under this item shall proceed until the QCP is submitted to and approved by the Department. Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all cast-in-place items covered by the QCP, using the P value listed in Special Provision 502. If no P value is listed, a value of \$350, or bid value per cubic yard, whichever is less, shall be used.

502.1701 Quality Control, Method A and B The QCP shall address all elements that affect the quality of the structural concrete including, but not limited to, the following: “

502.18, Method of Measurement, Revise Subsection ‘F’ by removing the word ‘transverse’ so that it reads: “Saw cut grooving of concrete wearing surfaces, complete and accepted, will be measured for payment as one lump sum.”

502.19, Basis of Payment, Revise the third paragraph by removing the word ‘transverse’ so that it reads: “Saw cut grooving of concrete wearing surfaces will be paid for at the Contract Lump Sum Price, which shall be payment for furnishing all materials, labor, and equipment, including depth gauges and all incidentals, to satisfactorily complete the work.”

(Also see 535.24 and 535.25 for related changes)

SECTION 503 REINFORCING STEEL

Section 503.07 Splicing Revise this section by removing the table and following footnote and replacing them with:

Minimum Lap Splice Length (inches)									
Bar Type	Bar Size								
	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain or Galvanized	16	20	24	29	38	47	59	72	85
Epoxy or Dual Coated	17	24	36	43	56	71	88	107	128
Stainless	19	24	30	36	47	59	73	89	107
Low-carbon Chromium	24	32	39	47	63	78	97	119	142

“The minimum lap splice lengths in the table above are based on the parameters below. When any of these parameters are altered, appropriate minimum lap splice lengths will be as shown on the Plans.

- Normal weight concrete
- Minimum 28-day concrete compressive strength from 4,000 psi to 10,000 psi

- **Class B tension lap splice**
- **Minimum center-to-center spacing between bars of 6 inches**
- **Minimum clear cover of 2 inches**
- **Nominal reinforcing steel yield strengths**
 - **Low-carbon Chromium = 100 ksi**
 - **Stainless = 75 ksi**
 - **All others = 60 ksi**
- **Reinforcement with yield strengths greater than 75 ksi shall have beam transverse reinforcement and column ties provided over the required lap splice length in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications**

When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 inches, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.3.”

SECTION 506 SHOP APPLIED PROTECTIVE COATING – STEEL

506.13 Surface Preparation Amend this section by adding this paragraph to the end:

“Steel shall meet the requirements of SSPC SP8 Pickling prior to being immersed in the zinc tanks. Verification of the surface preparation shall be included in the QC documentation.”

SECTION 523 BEARINGS

523.051 Protective Coating Revise this subsection by removing the paragraph beginning with “Anchor rods shall be galvanized...” and replacing with:

“Anchor rods shall be galvanized. When anchor rods are designated to secure bare unpainted steel or painted steel, a dielectric coating (epoxy or bituminous type coatings are acceptable) shall be applied to the anchor rod and/or adjacent steel to prevent contact between galvanized surfaces and painted or unpainted steel.”

523.22 Fabrication Amend this subsection by adding the following: **“Elastomeric Bearings shall be fabricated in accordance with AASHTO M251.”**

SECTION 526 CONCRETE BARRIER

Amend this section by deleting it in its entirety and replacing it with:

“526.01 Description This work shall consist of the furnishing, constructing, erecting, setting, resetting, and removal of concrete barrier and associated elements in accordance with these specifications, the Standard Details, and the lines and grades shown on the Plans or established by the Resident.

The types of concrete barrier are designated as follows:

Portable Concrete Barrier Type I Double faced removable barrier in accordance with the Standard Details.

Permanent Concrete Barrier Type II Double faced barrier as shown on the Plans.

Permanent Concrete Barrier Type IIIa Single faced barrier 32 inches high in accordance with the Standard Details or as shown on the Plans.

Permanent Concrete Barrier Type IIIb Single faced barrier 42 inches high in accordance with the Standard Details or as shown on the Plans.

Permanent Concrete Transition Barrier Barrier of various heights joining steel bridge rail to steel guardrail in accordance with the Standard Details or as shown on the Plans.

Permanent Texas Classic Rail Barrier Traffic rail or sidewalk rail, in accordance with the Standard Details or as shown on the Plans.

526.02 Materials

a. **Concrete** Concrete for barriers, both permanent and portable, shall have a design strength of 5,000 psi.

For cast-in-place barrier: The concrete shall be Class LP, in accordance with Standard Specification Section 502, Structural Concrete.

For precast barrier: The concrete shall meet the requirements of Standard Specification 712.061, Structural Precast Concrete Units, except that the stripping strength for precast barriers is 4,000 psi.

b. **Reinforcing Steel** Reinforcing steel shall meet the requirements of Section 503, Reinforcing Steel.

c. **Structural Steel** Plates and barrier connections shall meet the requirements specified in Standard Specification 504 - Structural Steel and shall be hot dip galvanized after fabrication in accordance with Standard Specification 506, Shop Applied Protective Coating – Steel

d. **Bolts** Bolts shall meet the requirements specified in Section 713.02, High Strength Bolts.

e. Connecting Pins for Portable Concrete Barrier Portable concrete barriers must be connected using a 1- inch diameter pin. The connecting pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A449 steel. Materials with greater strength may be used with the approval of the Department.

f. Anchor Pins for Portable Concrete Barrier Anchoring to concrete or asphalt will be required when specified on the Plans. When required, portable concrete barriers must be anchored using a 1 ½ - inch diameter anchor pin. The anchor pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A36 steel. Materials with greater strength may be used with the approval of the Department.

g. Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Portable Concrete Barrier on the following schedule:

New Portable Concrete Barrier shall be crash tested and/or evaluated to MASH2016 criteria.

Current Portable Concrete Barrier in useful serviceable condition that is successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Other current Portable Concrete Barrier that is deemed acceptable by the Department may be utilized on projects off the National Highway System through December 31, 2024.

526.03 Construction Requirements

Cast-in-place barriers shall be fabricated in accordance with Standard Specification Section 502, Structural Concrete. Precast barriers shall be fabricated in accordance with Standard Specification 534, Precast Structural Concrete.

Concrete finish for permanent barrier shall be rubbed as defined in Standard Specification Section 502, Structural Concrete, 502.13 D2 or an approved equal.

Portable concrete barrier shall be generally free from fins and porous areas and shall present a neat and uniform appearance.

Permanent barrier shall have a protective coating applied in accordance with Standard Specification Section 515, Protective Coating for Concrete Surfaces.

Reflective delineators for concrete median barrier shall meet the requirements of Special Provision 645, Highway Signing.

Preformed Joint Filler shall meet the requirements specified in Subsection 705.01, Preformed Expansion Joint Filler.

Permissible dimensional tolerances for all concrete barriers shall be as follows:

- a. Cross-sectional dimensions shall not vary from design dimensions by more than ¼ inch. The vertical centerline shall not be out of plumb by more than ¼ inch.**
- b. Longitudinal dimensions shall not vary from the design dimensions by more than ¼ inch per 10 feet of barrier section and shall not exceed ¾ inches per section.**
- c. Location of anchoring holes shall not vary by more than ½ inch from the dimensions shown in the concrete barrier details on the Plans.**
- d. Surface straightness shall not vary more than ¼ inch under a 10-foot straightedge.**
- e. The barrier shall have no significant cracking. Significant cracking is defined as fractures or cracks passing through the section, or any continuous crack extending for a length of 12 inches or more, regardless of position in the section.** **526.04 Method of Measurement** **Permanent Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be measured for payment by lump sum, complete in place.**

Portable concrete barrier, both anchored and unanchored will be measured for payment by lump sum. Lump sum measurement will include verification of the installation and removal of all portable concrete at the completion of the Contractor's operations.

The Contractor shall replace sections of portable concrete barrier, including anchored barrier damaged by the traveling public when directed by the Resident. Replacement sections will be measured for payment in accordance with Standard Specification 109.7, Equitable Adjustments to Compensation and Time.

Transition barrier will be measured by each, complete in place.

526.05 Basis of Payment The accepted quantities of Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be paid for at the Contract lump sum price for the type specified, complete in place.

The accepted quantities of Portable Concrete Barrier Type I, both anchored and unanchored will be paid for at the Contract lump sum price. Such payment shall be full compensation for furnishing all materials, assembling, moving, resetting, transporting, temporarily storing, removing barrier, furnishing new parts as necessary, and all incidentals necessary to complete the work.

Portable barrier shall become the property of the Contractor upon completion of the use of the barrier on the project and shall be removed from the project site by the Contractor.

Transition barrier will be paid for at the Contract price each, complete in place.

The accepted quantity of all types of concrete barrier, whether portable or permanent, will be paid for at the lump sum or per each price, as applicable, which payment shall be full compensation for all materials, including reinforcing steel, protective coating, reflective delineators, steel plates and hardware, equipment, labor and incidentals required, as necessary, to complete the work.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
526.301	Portable Concrete Barrier, Type I	Lump Sum
526.304	Portable Concrete Barrier, Anchored Type I	Lump Sum
526.312	Permanent Concrete Barrier Type II	Lump Sum
526.321	Permanent Concrete Barrier Type IIIa	Lump Sum
526.323	Texas Classic Rail	Lump Sum
526.331	Permanent Concrete Barrier Type IIIb	Lump Sum
526.34	Permanent Concrete Transition Barrier	Each
526.502	Precast Concrete Median Barrier	Lump Sum”

SECTION 527 ENERGY ABSORBING UNIT

527.02 Materials Amend this section by deleting it in its entirety and replacing it with:

“MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:

Portable Crash Cushions will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Work Zone Crash Cushions shall be selected from the Department’s Qualified Products List of Crash Cushions/Impact Attenuators or approved equal.”

SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPESTRUCTURE

535.24, Installation of Slabs, Beams, and Girders Revise the 5th paragraph by replacing “6.0 and 9.0” to “5.0 and 8.0” so it reads: **“Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements.”**

535.25, Installation of Precast/Prestressed Deck Panels Revise the 2nd paragraph by replacing “6.0 and 9.0” to “5.0 and 8.0” so it reads: **“Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements.”**

SECTION 606 GUARDRAIL

Amend this section by replacing it with the following:

606.01 Description This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. Guardrail is designated as:

31” W-Beam Guardrail - Mid-Way Splice

Galvanized steel w-beam, 8” wood or composite offset blocks, galvanized steel posts

Thrie Beam

Galvanized steel thrie beam, 8” wood or composite offset blocks, galvanized steel posts

Median guardrail shall consist of two beams of the above types, mounted on single posts.

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing end post as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

606.02 Materials Materials shall meet the requirements specified in the following Sections of Division 700 - Materials:

Timber Preservative	708.05
Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

Guardrail components shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report.

Posts for underdrain delineators shall be "U" channel steel, 8 ft long, 2 ½ lb/ft minimum and have 3/8-inch round holes, 1-inch center to center for a minimum distance of 2 ft from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared guardrail terminal end point and tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be gray with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the guardrail terminal is not flared, markers will only be required at the terminal end point. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Department's Qualified Products List of Delineators. The marker shall be gray, flexible, durable, and of a non-discoloring material to which 3-inch by 9-inch reflectors shall be applied, and capable of recovering from repeated impacts and meeting MASH 16 requirements. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail ("butterfly"-type) delineators shall be mounted on all "w"-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 62.5 ft intervals or every tenth post on tangents and at approximately 31.25 ft intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left-hand delineators shall be yellow, and the right-hand delineators shall be silver/white. On two directional highways, the right-hand side shall be silver/white, and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Details. Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

Single wood post shall be of cedar, white oak, or tamarack, well-seasoned, straight, and sound and have been cut from live trees. The outer and inner bark shall be removed, and all knots trimmed flush with the surface of the post. Posts shall be uniform taper and free of kinks and bends.

Single steel post shall conform to the requirements of Section 710.07 b.

Single steel pipe post shall be galvanized, seamless steel pipe conforming to the requirements of ASTM A120, Schedule No. 40, Standard Weight.

Acceptable multiple mailbox assemblies shall be listed on the Department's Qualified Products List and shall be MASH 16 tested and approved.

Flared and Tangent w-beam guardrail terminals and guardrail offset blocks shall be from the Department's Qualified Products List. Flared terminals shall be installed with a 4 ft offset as shown in the Manufacturer's installation instructions.

Anchorage assemblies used to anchor trailing ends, radius guardrail, or other ends not exposed to traffic shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report, Drawing SEW02a.

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

606.03 Posts Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. When posts are driven through pavement, the damaged area around the post shall be repaired with approved bituminous patching. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.04 Rails Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than ½ inch. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.045 Offset Blocks The same offset block material is to be provided for the entire project unless otherwise specified.

606.05 Shoulder Widening At designated locations the existing shoulder of the roadway shall be widened as shown on the plans. All grading, paving, seeding, and other necessary work shall be in accordance with the Specifications for the type work being done.

606.06 Mail Box Post Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the linear foot from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans. When connected to radius rail, measurement will be to the end of the last tangent beam.

Guardrail terminal, reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Widened shoulder will be measured as a unit of grading within the limits shown on the plans.

Excavation in solid rock for placement of posts will be paid under force account unless otherwise indicated in the Bid Documents.

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per linear foot for the type specified, complete in place. Reflectorized beam guardrail (“butterfly”-type) delineators will not be paid for directly but will be considered incidental to guardrail items. Reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be paid for at the contract unit price each for the kind specified complete in place.

Guardrail terminals will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Pay limits for a flared terminal will be 37.5 feet. Pay limits for a tangent terminal will be 50 feet. Each guardrail terminal will be clearly marked with the Manufacturer's name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under 109.7.5 – Force Account. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 3 in wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail terminals shall also include a set of installation drawings supplied to the Resident.

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

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

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

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

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

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

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

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel

necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

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

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301 31” W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302 31” W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303 31” W-Beam Guardrail - Mid-Way Splice, 15’ Radius and Less	Linear Foot
606.1304 31” W-Beam Guardrail - Mid-Way Splice, Over 15’ Radius	Linear Foot
606.1305 31” W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306 31” W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each
606.1307 Bridge Transition (Asymmetrical) – Type IA	Each
606.1721 Bridge Transition - Type I	Each
606.1722 Bridge Transition - Type II	Each
606.1731 Bridge Connection - Type I	Each
606.1732 Bridge Connection - Type II	Each
606.178 Guardrail Beam	Linear Foot
606.25 Terminal Connector	Each
606.257 Terminal Connector - Thrie Beam	Each
606.259 Anchorage Assembly	Each
606.265 Terminal End-Single Rail - Galvanized Steel	Each
606.266 Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275 Terminal End-Double Rail - Galvanized Steel	Each
606.276 Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.353 Reflectorized Flexible Guardrail Marker	Each
606.354 Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356 Underdrain Delineator Post	Each
606.358 Guardrail, Modify	Linear Foot
606.362 Guardrail, Adjust	Linear Foot
606.365 Guardrail, Remove, Modify, and Reset	Linear Foot
606.366 Guardrail, Remove and Reset	Linear Foot
606.367 Replace Unusable Existing Guardrail Posts	Each
606.47 Single Wood Post	Each
606.48 Single Galvanized Steel Post	Each

606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.568	Guardrail, Modify - Double Rail	Linear Foot
606.63	Thrie Beam Rail Beam	Linear Foot
606.64	Guardrail Thrie Beam - Double Rail	Linear Foot
606.65	Guardrail Thrie Beam - Single Rail	Linear Foot
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 15 ft radius and less	Linear Foot
606.72	Guardrail Thrie Beam - over 15 ft radius	Linear Foot
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear Foot
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

SECTION 608 SIDEWALKS

Section 608.022 Detectable Warning Materials Standard Revise this section by removing the last sentence of this section beginning with “Concrete...” and replacing it with “**Concrete shall meet the requirements of Section 608.021, Sidewalk Materials, of this specification or may be a prepackaged concrete mix from the Department’s Qualified Products List (QPL).**”

SECTION 609 CURB

609.02 Materials Revise the paragraph beginning “The Contractor shall submit a concrete mix...” so that it reads:

“The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, with a minimum designed compressive strength of 3000 psi concrete fill.”

609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections Revise this section by underlining the section number and title so that it reads in the spec book as:

“609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections”

Revise the last paragraph beginning with “The Contractor may elect...” so that it reads:

“The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the Concrete Fill shall meet the requirements of 609.02. The Contractor shall submit a concrete design for the Portland Cement Concrete, with a minimum designated compressive strength of 3000 PSI meeting the requirements of Class S or Class Fill Concrete. The Contractor may elect to choose a Prepackaged Concrete Mix from the Department’s Qualified Products list (QPL). Concrete backfill shall be completed in conformance with a Department supplied concrete backfill detail.”

SECTION 610

STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION

610.02 Materials Amend this subsection by adding the following to the end of the material list:
“Stone Ditch Protection 703.29”

SECTION 618

SEEDING

618.08 Mulching Revise this Section so that the third sentence reads: “Mulch for Seeding Method Number 1 shall only be cellulous fiber mulch Section 619.04 (b) or straw mulch Section 619.04 (a).”

SECTION 619

MULCH

619.03 General Amend this Section by adding the following sentence to the end: **“Straw mulch shall be used in all wetland areas.”**

SECTION 626

FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

Section 626.021 Miscellaneous Materials Revise this section by removing the fourth paragraph beginning with “ All Concrete for concrete encasement...” and replace it with **“All concrete for concrete encasement of conduit shall be Class S or Class Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department’s Qualified Products List (QPL).”**

Section 626.031 Conduit Revise the fifth paragraph beginning with “After the trench has been...” by removing the last sentence beginning with “Where concrete encasement...” and replacing it with **“Where concrete encasement is required around the conduit, the concrete shall meet Class S, Class Fill in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department’s Qualified Products List (QPL).”**

626.034 Concrete Foundations Revise this Section by changing ‘626.037’ to ‘**626.036**’ in the Second Paragraph which begins with “Foundations shall consist of cast-in-place...”.

Revise the 10th paragraph beginning with “Before placing concrete, the required elbows...” by removing “...in accordance with **Standard Specification 633.**”

626.036 Precast Foundations Revise the last sentence of paragraph one so that it reads: **“Construction of precast foundations shall conform to the Standard Details and all requirements of 712.061.”**

SECTION 627 PAVEMENT MARKINGS

627.06 Application Revise this subsection by replacing the paragraph beginning with “ On other final pavement markings...” with the following:

“On other final pavement markings and on curb, where the paint is applied by hand painting or spraying, application shall be one uniform covering coat at least 16 mils thick. Before the paint has dried, the glass beads shall be applied by a pressure system that will force the glass beads onto the undried paint as uniformly as possible.

Painted lines and markings shall be applied in accordance with the manufacturer’s published recommendations. These recommendations will be supplied to the Resident prior to installation.”

SECTION 643 TRAFFIC SIGNALS

643.021 Materials Amend this subsection by adding the following at the end:

“MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:

Temporary Traffic Control Signals will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.”

643.09 Service Connection Revise this subsection by removing the paragraph that begins with “Traffic signal services shall have...”.

And by removing the paragraphs beginning with “ A service ground rod shall be installed...” and “A total of 4, 10’ service...” and replace them with **“A total of 4, 10’ service ground rods shall be installed and properly connected together on the outside of the cabinet foundation. One ground rod shall be located at each corner and shall be either flush or slightly below finished grade. The connection between the ground rod and the ground wire shall be an**

exothermic connection such as a Cadweld. The ground wire from the interconnected ground rods shall be routed through a conduit in the foundation and into the base of the cabinet”.

SECTION 645 HIGHWAY SIGNING

Section 645.023 Sign Support Structures. Under letter “c.”, revise the fifth paragraph beginning with “In addition to the required details...” by removing the words **”and foundation”** from the 5th sentence.

Section 645.08 Method of Measurement. Revise the second paragraph beginning with “Bridge-type, cantilever and...” by removing the words **”including the foundation”** .

Section 645.09 Basis of Payment. Revise the third paragraph beginning with “The accepted bridge-type, cantilever and...” by removing the word **”foundation”** from the second sentence. Add the following sentence to the end of the paragraph **“Conduits, Junction Boxes, and Foundations will be paid for under Section 626.”**

SECTION 652 MAINTENANCE OF TRAFFIC

Amend this Section by adding the following new subsection:

“652.2.6 Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:

Category 1 (Cones, Drums, Tubular Markers, Flexible Delineators, and similar devices that have little chance of causing windshield penetration, tire damage, or other significant effect on the control or trajectory of a vehicle) – All Category 1 devices will be manufacturer self-certified as MASH2016 by January 1, 2025. Current Category 1 devices in useful serviceable condition that are not self-certified as MASH2016 compliant may be utilized through December 31, 2024.

Category 2 (Barricades, Portable Sign Supports, Category 1 devices with attachments, and similar devices that are not expected to produce significant vehicular velocity change but may be otherwise hazardous) – All Category 2 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2025. Current Category 2 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2024.

Category 3 (Portable Concrete Barrier, Portable Crash Cushions, Truck Mounted Attenuators, Category 2 devices weighing more than 100 pounds, and similar devices that are expected to produce significant vehicular velocity change or other harmful reactions) – All Category 3 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to

NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029. (See Standard Specification 526 for additional Portable Concrete Barrier information).

Category 4 (Trailer Mounted Devices: Arrow Boards, Temporary Traffic Control Signals, Area Lighting, Portable Changeable Message Sign, and other similar devices.) – All Category 4 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.”

652.4 Flaggers Revise the first paragraph of this section so that it reads:

“The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer.”

SECTION 681

PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

681.08 Basis of Payment Amend this section by adding the Item Number “**681.10**” in front of the item “Precast Aggregate-Filled Concrete Block Gravity Wall” at the end of the section.

SECTION 703

AGGREGATES

Add the following to Section 703 - Aggregates

703.01 Fine Aggregate for Concrete Fine aggregate for concrete shall consist of natural sand or, when approved by the Resident, other inert materials with similar characteristics or combinations thereof, having strong, durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission of the Resident.

All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a color darker than the reference standard color solution (laboratory designation Plate III), the fine aggregate shall be rejected.

Fine aggregate shall have a sand equivalent value of not less than 75 when tested in accordance with AASHTO T 176.

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

The fineness modulus shall not be less than 2.26 or more than 3.14. If this value is exceeded, the fine aggregate will be rejected unless suitable adjustments are made in proportions of coarse and fine

aggregate. The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages of material by weight retained on the following sieves: Nos. 4, 8, 16, 30, 50, 100 and dividing by 100.

Fine aggregate, from an individual source when tested for absorption as specified in AASHTO T 84, shall show an absorption of not more than 2.3 percent.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

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

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

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

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves				
	Grading	A	AA	S	LATEX
Aggregate Size	1 inch	¾ inch	1½ inch	½ inch	
2 inch			100		
1½ inch	100		95-100		
1 inch	95-100	100	-		
¾ inch	-	90-100	35-70	100	
½ inch	25-60	-	-	90-100	
⅜ inch	-	20-55	10-30	40-70	
No. 4	0-10	0-10	0-5	0-15	
No. 8	0-5	0-5	-	0-5	
No. 16	-	-	-	-	
No. 50	-	-	-	-	
No. 200	0 - 1.5	0 - 1.5	0 - 1.5	0 - 1.5	

703.0201 Alkali Silica Reactive Aggregates All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

- a. Class F Coal Fly Ash meeting the requirements of AASHTO M 295
- b. Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302
- c. Densified Silica Fume meeting the requirements of AASHTO M 307
- d. Lithium-based admixtures
- e. Metakaolin

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

703.05 Aggregate for Sand Leveling Aggregate for sand leveling shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The aggregate shall meet the grading requirements of the following table.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type A	Type B
¾ inch	85-100	
No. 200	0-5.0	

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

Recycled Asphalt Pavement (RAP) shall not be used for or blended with aggregate base or subbase.

- a. Aggregate for base, Type A and B shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type A	Type B
½ inch	45-70	35-75
¼ inch	30-55	25-60
No. 40	0-20	0-25
No. 200	0-6.0	0-6.0

At least 50 percent by weight of the material retained on the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

Type A aggregate for base shall only contain particles of rock that will pass the 2 inch square mesh sieve.

Type B aggregate for base shall only contain particles of rock that will pass the 4 inch square mesh sieve.

- b. Aggregate for base, Type C shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The material shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type C	
4 inches	100	
3 inches	90-100	
2 inches	75-100	
1 inch	50-80	
½ inch	30-60	
No. 4	15-40	
No. 200	0-6.0	

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

- c. Aggregate for subbase shall be sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type D	Type E
½ in	35-80	
¼ inch	25-65	25-100
No. 40	0-30	0-50
No. 200	0-7.0	0-7.0

Type D aggregate for subbase gravel may contain up to 50 percent by weight Recycled Concrete Aggregate (RCA). When RCA is used, the portion of the resulting blend of gravel and RCA retained on a ½” square mesh sieve shall contain a total of no more than 5 percent by weight of other recycled materials such as brick, concrete masonry block, or asphalt pavement as determined by visual inspection.

RCA shall be substantially free of wood, metal, plaster, and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319. RCA shall also be free of all substances that fall under the category of solid waste or hazardous materials.

Aggregate for subbase shall not contain particles of rock which will not pass the 6 inch square mesh sieve.

703.08 Recycled Asphalt Pavement Recycled asphalt pavement shall consist of salvaged asphalt materials from milled pavements or production waste that has been processed before use to meet the requirements of the job mix formula. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

703.081 RAP for Asphalt Pavement Recycled Asphalt Pavement (RAP) may be introduced into hot-mix asphalt pavement at percentages approved by the Department according to the MaineDOT Policies and Procedures for HMA Sampling and Testing.

If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

The maximum allowable percent of RAP shall be determined by the asphalt content, the percent passing the 0.075 mm sieve, the ratio between the percent passing the 0.075 mm sieve and the asphalt content, and Coarse Micro-Deval loss values as tested by the Department.

The maximum percentage of RAP allowable shall be the lowest percentage as determined according to Table 4 below:

Classification	Maximum RAP Percentage Allowed	Asphalt content standard deviation	Percent passing 0.075 mm sieve standard deviation	Percent passing 0.075 mm sieve / asphalt content ratio	Residual aggregate M-D loss value
Class III	10%	≤ 1.0	N/A	≤ 4.0	≤ 18
Class II	20%	≤ 0.5	≤ 1.0	≤ 2.8	
Class I	30%	≤ 0.3	≤ 0.5	≤ 1.8	

Table 4: Maximum Percent RAP According to Test Results

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The

allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage and are shown below in Table 5.

Table 5: RAP Verification Limits

Classification	Asphalt content (compared to aim)	Percent passing 0.075 mm sieve (compared to aim)
Class III	± 1.5	± 2.0
Class II	± 1.0	± 1.5
Class I	± 0.5	± 0.7

For specification purposes, RAP will be categorized as follows:

Class III – A maximum of 10.0 percent of Class III RAP may be used in any base, intermediate base, surface, or shim mixture. A maximum of 20.0 percent of Class III RAP may be used in hand-placed mixes for item 403.209.

Class II – A maximum of 20.0 percent Class II RAP in any base, binder, surface, or shim course.

Class I – A maximum of 20.0 percent Class I RAP may be used in any base, intermediate base, surface, or shim mixture without requiring a change to the specified asphalt binder. A maximum of 30.0 percent Class I RAP may be used in in any base or intermediate base mixture provided that a PG 58-28 or PG 58-34 asphalt binder is used. A maximum of 30.0 percent Class I RAP may be used in any surface or shim mixture provided that PG 58-34 asphalt binder is used. Mixtures exceeding 20.0 percent Class I RAP must be evaluated and approved by the Department.

The Contractor may use up to two different RAP sources in any one mix design. The total RAP percentage of the mix shall not exceed the maximum allowed for the highest classification RAP source used (i.e. if a Class I & Class III used, total RAP must not exceed 30.0%). The blended RAP material must meet all the requirements of the classification for which the RAP is entered (i.e. 10% Class III with 20% Class I, blend must meet Class I criteria). The Department may take belt cuts of the blended RAP to verify the material meets these requirements. If the Contractor elects to use more than one RAP source in a design, the Contractor shall provide an acceptable point of sampling blended RAP material from the feed belt.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

SECTION 710 FENCE AND GUARDRAIL

710.06 Fence Posts and Braces Revise the first Paragraph so that it reads:

“Wood posts shall be of cedar, white oak, or tamarack or other AWPAs approved species, of the diameter or section and length shown on the plans.”

Remove the fourth paragraph which starts “ That portion of wood posts...”.

Revise the paragraph beginning with “Braces shall be of spruce, eastern hemlock ... so that it now reads:

“Braces shall be of spruce, eastern hemlock, Norway pine, pitch pine, or tamarack timbers or other AWPAs approved species, or spruce, cedar, tamarack or other AWPAs approved species round posts of sufficient length to make a diagonal brace between adjacent posts. All wood posts and braces shall be pressure-treated in accordance with AASHTO M 133 and AWPAs U1, UC4A Commodity Specification B: Posts. “

710.07 Guardrail Posts Revise this section so that the first sentence of section a. reads:

“a. Wood posts shall be of Norway pine, southern yellow pine, pitch pine, Douglas fir, red pine, white pine, or eastern hemlock or other AWPAs approved species.”

Revise the next paragraph so that it reads:

Wood posts and offset brackets shall be preservative treated in accordance with the requirements of AASHTO M 133 and AWPAs U1, UC4A Commodity Specification B: Posts.

710.08 Guardrail Hardware Revise this subsection by replacing “AASHTO M 298” with “ASTM B965”

SECTION 712 MISCELLANEOUS HIGHWAY MATERIAL

712.061 Structural Precast Units Amend this section by adding the following sentence to the end of the first paragraph of the Construction subsection:

“Facilities certified by NPCA or PCI shall provide to the Fabrication Engineer a copy of their annual audit to include deficiency reports and corrective actions.”

Revise this section by changing the letter “b” of ASTM C1611 of the Concrete Testing subsection so that it reads:

“b. Air content shall be 5.0% to 8.0%.”

SECTION 713 STRUCTURAL STEEL AND RELATED MATERIAL

Section 713.02 High Strength Bolts

Revise the second sentence of this subsection so that it reads **“Nuts shall meet the requirement of ASTM A563”**. Revise the third sentence of this subsection so that it reads **“Circular and beveled washers shall conform to the requirement of ASTM F436”**.

SECTION 718 TRAFFIC SIGNALS MATERIAL

718.03 Signal Mounting Amend the paragraph beginning with “All trunions, brackets and...” by adding **“For polycarbonate signal heads with more than 3 sections or requiring mounting extensions greater than 12 inches in length, reinforcing plates shall be used to reinforce the housings at the point of attachment.”** to the end of the paragraph.

718.08 Controller Cabinet Revise this subsection by replacing the paragraph beginning with “The cabinet shall be supplied with LED light panels...” on or about page 7-66 with **“The cabinet shall be supplied with white LED light panels which shall automatically illuminate via a door open switch whenever one of the four main cabinet doors are opened for the ground mount cabinet or two main doors for the side of pole cabinet. The ground mounted cabinet shall contain four LED light panels per side totaling eight panels for the cabinet; one panel each at the top and bottom portion of the front side and back side on the Control side and Power/Auxiliary side of the cabinet. Each light panel shall produce a minimum of 250 lumens for a total minimum lumen output of 2000 lumens with all eight panels illuminated. The minimum output per side would be 1000 lumens. The LED panels shall be protected by a clear shatterproof shield. The side of pole mounted cabinet shall contain four light panels; one at the top of the rack assembly and one at the bottom rack assembly on each side of the cabinet. A second door open status switch per door shall activate a controller input to log a report event that one of the doors was opened. All door open status switches shall be connected to the same controller input. For the ground mount cabinet, there shall be two switches on each of the four main doors. For the side-of-pole mount cabinet, there shall be two switches on each of the two main doors.”**

Revise this subsection by replacing the paragraph beginning with “The cabinet shall be supplied with a generator panel ...” on or about page 7-68 with:

“The cabinet shall be supplied with a generator panel. The generator panel shall

consist of a manual transfer switch and a twist-lock connector for generator hookup. The transfer switch knob and twist-lock connector shall be located inside a stainless steel enclosure with a separate lockable door accessed with a Corbin #2 key. The unit shall be mounted on the left, exterior of the control side wall of the ground mount cabinet a minimum of 36” above the surrounding grade and on the lower left side of the pole mounted cabinet. The generator transfer switch shall be a Reliance C30A1N Signa Series or approved equal. “

Revise this subsection by removing the following from the paragraph beginning with “The ground mounted cabinet shall be supplied and installed with an electric service meter socket trim and electrical service disconnect switch ...” on or about page 7-69: **“(removed: thus preventing that space from being used either by equipment supplied as part of the project, or future equipment that would be installed in the rack system. Joe indicated that he would add this language to the detail so it is covered.)”**.

Revise this subsection by replacing the following in the paragraph beginning with “The Contractor shall reconfigure the default user name...” on or around page 7-70; “MaineDOT IT” with **“MaineDOT Traffic Division”**.

In the paragraph beginning with “Tests shall be conducted by the contractor...” on or around page 7-73, amend this subsection by removing **“in the state of Maine and”** after “The facility shall be”.

Amend this Section by adding the following subsection:

718.13 Field Monitoring Unit (FMU) This item of work shall conform to this specification. This item shall consist of furnishing and installing a Field Monitoring Unit (FMU) and software, as well as all needed accessories required for a full and complete installation, including but not limited to power adapters, Ethernet cables, and interface cables, as described herein.

Where applicable, communications from MaineDOT’s cloud-based Central Management System (CMS) to the on-street traffic signal controllers shall be made through fiber optic interconnect cable connected back to existing internet connections and/or the Field Monitoring Unit (FMU). The Contractor shall furnish and install all materials necessary for a complete and operational fiber optic interconnection to all project intersections as shown on the plans. All connections to the CMS cloud-based system shall be via a secure VPN network.

The FMU shall be the only remote connection device used by isolated intersections to connect to the cloud-based system. All connections shall be encrypted VPN tunnels. The Contractor shall coordinate all configuration settings with MaineDOT IT and the Engineer.

The FMU central web based interface shall be a separate element from the CMS.

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

1. The work under this item specifies the requirements for the FMU. The FMU shall operate independent of the brand/type of intersection controller deployed in the ATC traffic cabinet.
2. The FMU shall conform to the following requirements:

- 2.1 The FMU shall function correctly between -34 degrees C and +74 degrees C.
- 2.2 The FMU shall be provided with appropriately rated connectors that allows the FMU to be exchanged by unplugging connectors, without tools.
- 2.3 The FMU shall monitor and log all ATC Controller and ATC cabinet faults and or alarms.
- 2.4 The FMU shall be wired directly to the ATC cabinet.
- 2.5 The FMU shall have an internal cellular modem running at 4G LTE.
 - 2.5.1 The Cellular modem shall be designed to be replaced / upgraded to 5G service when available.
- 2.6 The FMU shall incorporate an integrated GPS and cell modem.
- 2.7 The configuration of the FMU shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the FMU without any special software.
- 2.8 The FMU shall be powered via a standard 120V input power.
- 2.9 The FMU shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for any type of controller utilized by the MaineDOT. In this way it shall be possible to configure the controller and utilize the controller specific software to interrogate the controller, and the FMU shall provide the communications pipe which allows this to be accomplished.
- 2.10 The FMU shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the FMU to function correctly even when all power to the intersection has failed. The battery shall continue to power the FMU for a minimum of 5 hours after all power has failed to the intersection.
- 2.11 The FMU shall incorporate an integrated GPS which will allow the FMU to geo-locate itself on the FMU management software map, without configuration.
- 2.12 The FMU shall operate without requiring a static IP address. The only configuration required at the FMU is to enter the URL of where the FMU management software is hosted.
- 2.13 In the event that the cell service is interrupted or is not available, the FMU shall store any events that occur in internal memory and forward these events automatically to the FMU management software when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period. The system will store 5000 events.
- 2.14 The FMU shall utilize HTTP and HTTPS protocols, and XML data structures, for communication with the FMU management software. In this way the data will be open

for future expansion and competition. The use of secret proprietary protocols is not permitted.

- 2.15 The FMU shall include Ethernet communications via an Ethernet Port with RJ45 connector.
- 2.16 The FMU shall include weather proof antennas.

3. Map Display FMU Management Software

- 3.1 The FMU shall include a scrollable, zoomable map display, with the intersections and other monitored devices shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.
- 3.2 The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.
- 3.3 The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by intersections not in alarm.
- 3.4 The icons shall change to be able to clearly indicate if an intersection is offline.
- 3.5 Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.
- 3.6 The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.
- 3.7 The map view shall have the ability to show Google traffic overlays on the map.

4. Intersection Detail Display FMU Management Software

- 4.1 It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:
 - 4.1.1 The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).
 - 4.1.2 The time since the last communication with the device
 - 4.1.3 The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)
 - 4.1.3.1 The AC mains voltage (value)
 - 4.1.3.2 The battery back-up voltage (value)

- 4.1.3.3 The cabinet temperature (value)
- 4.1.3.4 The cabinet humidity (value)
- 4.1.3.5 The presence of AC power (OK or Fail)
- 4.1.3.6 The flashing status of the intersection (OK or Flashing)
- 4.1.3.7 Stop Time status (OK or Stop Time Active)
- 4.1.3.8 The cabinet door status (Open or Closed)
- 4.1.3.9 The intersection fan status (Fan On or Fan off)
- 4.1.4 It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:
 - 4.1.4.1 The AC mains voltage
 - 4.1.4.2 The battery back-up voltage
 - 4.1.4.3 The cabinet temperature
 - 4.1.4.4 The cabinet humidity

5. Diagnostics and Log Display FMU Management Software

- 5.1 From the device level detail within the FMU management software, it shall be possible to drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems.
- 5.2 It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.
- 5.3 It shall be possible to print these selected logs to a local printer or a PDF file.
- 5.4 It shall be possible to export these logs to Excel on the local computer for further analysis.

6. Alarms FMU Management Software

- 6.1 The FMU management software shall have a comprehensive alarm generation capability
- 6.2 It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.
- 6.3 Alarms shall be configurable to be of Low, High or Critical Priority.
- 6.4 The alarm priority shall be displayed throughout the FMU management software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.

6.5 The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

7. Alerts FMU Management Software

7.1 The FMU management software shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.

7.2 It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.

7.3 The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.

7.4 The intention is that the FMU management software provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

8. Hosting and Connectivity and Service FMU / FMU Management Software

8.1 The contractor shall supply the FMU with the FMU manufacturers 10 year options for Connectivity and Service, as part of the purchase price. The Connectivity and Service agreement shall include at a minimum:

8.1.1 Cellular Connectivity

8.1.2 No cellular overage charges

8.1.3 Extended warranty on the hardware for the period of the Connectivity and Service Agreement

8.1.4 Over-the-air software updates

8.1.5 Over-the-air security updates

8.1.6 Future Connected Vehicles Service

SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND
TRAFFIC SIGNALS

720.12 Wood Sign Posts Revise the first sentence so that it reads:

Wood sign posts shall be rectangular, straight and sound timber, cut from live growing native spruce, red pine, hemlock, cedar trees or other AWPAs approved species, free from loose knots or other structurally weakening defects of importance, such as shake or holes or heart rot.

Revise the third paragraph that starts with “When pressure treated...” so that it reads:

All sign posts shall be pressure-treated in accordance with AASHTO M 133 and AWPAs Standard U1, UC4A, Commodity Specification A: Sawn Products.

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all ***Federal-Aid Highway Program activities*** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

3. The Recipient will insert the clauses of Appendix 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 (FHWA)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *FHWA* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *FHWA*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *FHWA* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *FHWA* may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Maine Department of Transportation** will accept title to the lands and maintain the project constructed thereon in accordance with **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.).