

Updated 6/27/2024

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 Guy Berthiaume at guy.berthiaume@maine.gov.

NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

as Principal, and _____ as Surety, a

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

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

the State of Maine in the sum of _____, for payment which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

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

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

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

RFI No: _____

Date _____ **Time** _____

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

Question(s):_____

[illegible]

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

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

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

NOTICE

Disadvantaged Business Enterprise Commitment Confirmation

All Bidders must submit the Commitment Confirmation form with their bid.

The Commitment Confirmation form contains information required by USDOT.

The Commitment Confirmation form must be completed by each Prime Contractor.

A copy of the new Commitment Confirmation form and instructions for completing it are attached.

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

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

Revised: 6/2024

INSTRUCTIONS FOR PREPARING THE MAINE DOT COMMITMENT CONFIRMATION FORM

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

Each prime contractor submitting a bid on a federally funded project must complete each section of the Commitment Confirmation form in its entirety for itself and each subcontractor on that project.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Section A:

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

Section B:

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

Maine Department of Transportation
COMMITMENT CONFIRMATION

Section A. Bidder/Prime Contractor Information.

This section must be completed by the Bidder/Prime Contractor.

1. Prime Contractor Name:		2. Federal Project WIN:		3. Bid Date:	
4. Project Location:		5. Email Address:			

Section B. Commitment Details - Prime Contractor and all Proposed Subcontractor Information is Required in This Section

A. Firm's Name & Address, Including Zip Code Prime must be listed first	B. Annual Gross Receipt Bracket Select 1 to 7*	C. Status DBE or Non-DBE	D. NAICS Code(s) and Scope of Work	E. Race & Gender of each Firm's Majority Owner	F. Age of Each Firm	G. Proposed Amount

***1) Less Than \$1M, 2) \$1 - \$3M, 3) \$3 - \$6M, 4) \$6 - \$10M, 5) \$10 - \$20M, 6) \$20 - \$50M, 7) Greater Than \$50M - More than 5 Subs use a new form**

MaineDOT Use Only:

Form Received: ____ / ____ / ____	Verified by: ____
FHWA	FTA
	FAA

For a complete list of certified DBE firms please visit: <http://www.maine.gov/mdot/civilrights/>

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

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.

September 14, 2007

Vendor Registration

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

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

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

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 **Reed & Reed** (Contractor) a corporation or other legal entity organized under the laws of the State of **Maine**, with its principal place of business located at **275 River Road, Woolwich, 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, **WIN 022511.02 and WIN 22512.02 for the installation of bridge abutments and bearings in the City of Old Town, Penobscot County**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 30, 2026.**

C. Price.

The LUMP SUM Bid Price will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

WIN 022511.02 and WIN 22512.02 for the installation of bridge abutments and bearings in the City of Old Town, Penobscot County.

State of Maine, do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract.

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

As Offeror also agrees:

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

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

Third: 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.

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

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute 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

Jack Parker, Chairman and CEO

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

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

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

"General Decision Number: ME20240047 02/02/2024

Superseded General Decision Number: ME20230047

State: Maine

Construction Type: Highway

County: Penobscot 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)(1).

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 \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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 \$12.90 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 2024.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/02/2024

* ENGI0004-004 04/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/Blade, Mechanic,		
Paver (Asphalt, Aggregate,		
and Concrete), Roller		
Asphalt.....	\$ 27.03	13.80

* TEAM0340-003 01/01/2017

	Rates	Fringes
TRUCK DRIVER (Vacuum Truck).....	\$ 14.84 **	13.08

* SUME2014-042 06/23/2017

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

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

The body of each wage determination lists the 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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

(C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

By signing and submitting a Bid, the Bidder acknowledges that this certification is to be furnished to the Maine Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract in anticipation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

For a related provisions, see Section 102.7.2 (C) of the Standard Specifications - "Effects of Signing and Delivery of Bids" - "Certifications", Section 3 of this Appendix A entitled "Other Federal Requirements" including section XI - "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and section XII. - "Certification Regarding Use of Contract Funds for Lobbying."

B. Bid Rigging Hotline To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 2 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Nondiscrimination & Civil Rights - Title VI The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with all State of Maine and other Federal Civil Rights laws.

For related provisions, see Subsection B - "Nondiscrimination and Affirmative Action - Executive Order 11246" of this Section 2 and Section 3 - Other Federal Requirements of this "Federal Contract Provisions Supplement" including section II - "Nondiscrimination" of the "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273.

B. Nondiscrimination and Affirmative Action - Executive Order 11246 Pursuant to Executive Order 11246, which was issued by President Johnson in 1965 and amended in 1967 and 1978, this Contract provides as follows.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be

based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.

Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring,

assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.

Validate all tests and other selection requirements.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

Start of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

§60-4.2 Solicitations

- (d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Goals for female participation in each trade</u>	6.9%
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Goals for minority participation for each trade

Maine

001 Bangor, ME	0.8%
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Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME (Androscoggin)	0.5%
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6403 Portland, ME (Cumberland, Sagadahoc)	0.6%
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Non-SMSA Counties: (Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)	0.5%
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated started and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.
 6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific

review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitation to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)
 10. The Contractor shall not use the goals and timetables or affirmative action even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

End of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" (expmmt.htm) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following “Required Contract Provisions, Federal Aid Construction Contracts”, FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

Cargo Preference Act : Contractor and Subcontractor Clauses. “Use of United States-flag vessels: The contractor agrees—“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.”(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The Cargo Preference Act requirements apply to materials or equipment that are acquired for a specific Federal-aid highway project. In general, the requirements are not applicable to goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project. However, if materials or equipment are acquired solely for a Federal-aid project, then the Cargo Preference Act requirements apply.”

Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through October 23, 2023)

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

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

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

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

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

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

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

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

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

2. Withholding (29 CFR 5.5)

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

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

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

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

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

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

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

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

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

APPENDIX A
Description of Materials, Supplies, Equipment and Bid Price

Contractor: Reed & Reed

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

Bidders are required to bid all Items.

Item Description	Approx. Quantity and Units	Unit Price	Bid Amount
202.17 Remove Existing Structural Concrete Bridge #1 Abutments	1 / LS	\$	\$
202.17 Remove Existing Structural Concrete Bridge #2 Abutments	1 / LS	\$	\$
203.25 Granular Borrow – Bridge 1	390 / CY	\$	\$
203.25 Granular Borrow – Bridge 2	370 / CY	\$	\$
206.082 Structural Earth Excavation – Major Structures, Plan Quantity – Bridge 1	2,800 / CY	\$	\$
206.082 Structural Earth Excavation – Major Structures, Plan Quantity – Bridge 2	1,830 / CY	\$	\$
206.092 Structural Rock Excavation – Major Structures - Bridge 1	10 / CY	\$	\$
206.092 Structural Rock Excavation – Major Structures - Bridge 2	10 / CY	\$	\$
501.502 Rock Socketed H-Piles 117 LBS/FT, In Place – Bridge 1	162 / LF	\$	\$

501.502 Rock Socketed H-Piles 117 LBS/FT, In Place – Bridge 2	180 / LF	\$	\$
501.54 Steel H-Beam Piles 117 LBS/FT, Delivered – Bridge 1	192 / LF	\$	\$
501.54 Steel H-Beam Piles 117 LBS/FT, Delivered – Bridge 2	210 / LF	\$	\$
501.804 Drilling Equipment Mobilization Bridge 1	0.5 / LS	\$	\$
501.804 Drilling Equipment Mobilization Bridge 2	0.5 / LS	\$	\$
502.219 Structural Concrete, Abutments, and Retaining Walls – Bridge 1	0.5 / LS	\$	\$
502.219 Structural Concrete, Abutments, and Retaining Walls – Bridge 2	0.5 / LS	\$	\$
503.19 Low-Carbon, Chromium Reinforcement, Fabricated and Delivered – Abutment Bridge 1	18,300 / LB	\$	\$
503.19 Low-Carbon, Chromium Reinforcement, Fabricated and Delivered – Abutment Bridge 2	24,590 / LB	\$	\$
503.20 Low-Carbon, Chromium Reinforcement, Placing – Abutment Bridge 1	18,300 / LB	\$	\$
503.20 Low-Carbon, Chromium Reinforcement, Placing – Abutment Bridge 2	24,590 / LB	\$	\$
515.21 Protective Coating for Concrete Surfaces – Bridge 1	0.5 / LS	\$	\$
515.21 Protective Coating for Concrete Surfaces – Bridge 2	0.5 / LS	\$	\$
523.5553 Disc Bearing, Expansion Bridge 1	10 / EA	\$	\$

523.5553 Disc Bearing, Expansion Bridge 2	20 / EA	\$	\$
524.30 Temporary Structural Support – Bridge 1	1 / EA	\$	\$
524.30 Temporary Structural Support – Bridge 2	1 / EA	\$	\$
607.1701 Temporary Chain Link Fence – 6’ – Bridge 2	50 / LF	\$	\$
607.25 Remove Chain Link Fence – Bridge 2	70 / LF	\$	\$
610.16 Heavy Riprap – Bridge 1	530 / CY	\$	\$
610.16 Heavy Riprap – Bridge 2	480 / CY	\$	\$
620.58 Erosion Control Geotextile – Bridge 1	150 / SY	\$	\$
620.58 Erosion Control Geotextile – Bridge 2	140 / SY	\$	\$
620.66 Drainage Geocomposite – Bridge 1	90 / SY	\$	\$
620.66 Drainage Geocomposite – Bridge 2	90 / SY	\$	\$
659.10 Mobilization – Bridge 1	0.5 / LS	\$	\$
659.10 Mobilization – Bridge 2	0.5 / LS	\$	\$
TOTAL			\$

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

Old Town
022511.02 & 022512.02
Llewellyn Estes Bridges #1 & #2
1/22/25

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

_____	_____
<i>Signature</i>	<i>Date</i>

<i>(Print Bidder's Name and Title)</i>	

**Electronic bidding will NOT be available
for this bid.**

**Bids will NOT be accepted
by email or fax.**

**SIGNED PAPER BIDS ARE
REQUIRED
and may be
mailed, sent express or hand delivered.**

For further information, see "BIDDING INSTRUCTIONS"
which are located near the front of the bid book.

Description The Contractor shall furnish, deliver, and install the materials listed in the Schedule of Items in this Appendix in accordance with the contract documents. The structure must meet the requirements of this Contract, the Plans, the State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition and Standard Details March 2020 Edition as updated through advertisement, Supplemental Specifications, and Special Provisions.

Contract Administrator

The contract administrator for this contract will be:

Name: Andrew Lathe
Title: Project Manager
Address: Maine Department of Transportation
16 State House Station Road, Augusta, ME 04333-0016

The Contractor shall submit invoices to the Contract Administrator as described in this contract. The Department may assign a designated alternate to the Contract Administrator. The Contractor will be notified of any such change.

Invoices and Payments The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. At a minimum, invoices shall include the following information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates of Delivery
Items and Quantities at Bid Price

The Department will pay based upon the materials delivered at the prices bid and the invoices approved. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to supply the materials under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work. The Department may withhold payments claimed by the Contractor on account of incomplete or incorrect invoices or materials that are defective or not in conformance with the contract.

Material Quality Materials and manufactured products shall be new unless otherwise specified, free from defect, and in conformity with the Contract. If there is no applicable standard set forth in this Contract for a particular item, then the item shall be in accordance with industry standards prevailing at the time of bid. The Department has the authority to inspect all Materials and every detail of the Work. The Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time.

SPECIAL PROVISION
SECTION 101.2.1
SUPPLEMENTAL DEFINITIONS

The following definitions are amended in Section 101.2 Definitions.

Successful Bidder Bidder to whom the Department intends to award the Contract.

Contractor After the Department has executed the Contract by cosigning the Contract Agreement, Offer, & Award form, previously signed by the successful bidder, the Successful Bidder becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, “contractor”, with a lower case “c”, may mean a firm engaged in construction Work.

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Cooperation With Other Contractors)

Subsection 104.4.7 Cooperation with Other Contractors is amended by adding the following:

A Highway Reconstruction project is planned for Stillwater Avenue in Old Town, including intersection improvements at Bennoch Road and College Avenue. This project has advertised under WIN 022950.01 and plans and specifications are available from the MaineDOT website. Highway work is planned at both ends of the bridge to stop at STA 21+50 and begin again at STA 30+50, and is expected to be in progress simultaneously with the construction of the temporary detour for the bridge. Coordination of exact start and stop stationing will be ongoing as part of the final design for the Llewellyn Estes Bridges.

The Contractor shall coordinate all activities including traffic control with others to ensure safe travel for all road users. This shall be specifically addressed within the Contractor's Traffic Control Plan.

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

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically on this contract utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at <http://www.maine.gov/mdot/contractors/> under the first “Notice”.

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

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Build America, Buy America)

105.11 Other Federal Requirements Amend this section by adding the following:

This special provision was created for the Build America, Buy America Act (BABA) to expand the list of construction materials required to be manufactured in the United States beyond what is currently only required for steel/iron products. The Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58 includes the Build America, Buy America Act. The Office of Management and Budget issued memorandum M-22-11 to provide guidance on the law which can be found here:

<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

All iron/steel, including the iron/steel in construction materials and manufactured products, must satisfy Buy America 23 CFR 635.410 requirements.

All construction materials, as defined in the following, that are permanently incorporated into federal-aid projects shall meet Build America, Buy America requirements.

For the purpose of this Specification, construction materials shall include an article, material, or supply that is or consists primarily of the following.

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

All manufacturing processes for construction materials shall occur within the United States. The category of construction materials excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Due to a nationwide waiver, BABA requirements do not apply to manufactured products for FHWA funded projects. Manufactured products are items that consist of two or more of the listed construction materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed (including steel/iron) through a manufacturing process.

The Contractor shall certify in writing that all permanently incorporated Construction Materials for this contract meet the BABA requirements.

SPECIAL PROVISION
SECTION 501
FOUNDATION PILES
(Rock-Socketed H-Pile Foundations)

501.01 Description Add the following to Subsection 501.01:

This work shall consist of providing all materials, equipment, and labor necessary for construction of rock-socketed H-pile foundations as shown on the Plans, or as directed or authorized by the Resident. Construction of rock-socketed H-Pile foundations shall be as specified in Section 501 of the Standard Specifications, except as amended herein.

501.02 Materials Add the following to Subsection 501.02:

H-pile bearing plate material shall be ASTM A572 Grade 50 minimum. Bearing plate to pile fastening shall occur by welding the bearing plate to the pile tip web and flanges as shown on the Plans.

The Contractor shall select grout material supplied from a MaineDOT approved ready mixed concrete batch plant. Ready mixed grout shall achieve a minimum design compressive strength of 5,000 psi at 7 days, be non-shrink, flowable, and contain a shrinkage compensating admixture listed on the MaineDOT Qualified Products List (QPL) or an expansive cement meeting ASTM C845. Air entrainment will not be required. At least 30 working days prior to beginning construction of the rock-socketed H-pile foundation, the Contractor shall submit the proposed grout mix design to the Resident for review. Grout mix design shall contain **ONLY** sand and cement. In the same timeframe, the Contractor shall also submit to the Resident for review the name and contact information of the independent testing laboratory that will be used to sample and test the grout cubes throughout the course of work at a frequency of no less than once during each continuous grout placing operation. A minimum of six “sets” of 2-in. square grout cubes shall be taken during each grouting operation. One “set” of grout cubes shall consist of a minimum of three individual cubes (i.e., a minimum of 18 individual cubes per each grouting operation). Grout cubes shall be molded, cured and tested in accordance with ASTM C-109. Grout testing will not be measured and paid for separately, but will be considered incidental to related Pay Item No. 501.502. Standard Specification 105.7 shall govern the review process.

The tremie grout tube shall be filled with a non-shrink grout listed on the MaineDOT QPL.

Aggregate for filling the annular space between the H-pile and bedrock (above the top of the grout zone) and the H-pile and the casing shall meet the requirements of Subsection 703.22, Underdrain Backfill Material, Type C. The material requirements for the casings are shown on the Plans.

501.03 Quality Control Plan

The following is added to Subsection 501.03 of the Standard Specifications:

At least 30 working days prior to beginning construction of the rock-socketed H-pile foundation, the Contractor shall submit an Installation and Quality Control Plan for review by the Resident. Standard Specification 105.7 shall govern the review process.

The Installation and Quality Control Plan shall, at a minimum, include the following:

- A. List of proposed equipment to be used including but not limited to the following: drilling equipment, drills, drill bits, augers, buckets, drill casing, final cleaning and bottom inspection equipment, water recovery and treatment equipment, rock coring equipment, and tremies or grout pumps.
- B. Details, methods and procedures for welding the bearing plate to the pile tip.
- C. Details of the overall rock-socketed H-Pile foundation construction sequence.
- D. Details of excavation methods in soils and bedrock, including methods of removing any obstructions such as boulders or cobbles.
- E. Details of equipment and methods that will be used to clean bedrock-sockets after they have been advanced to the minimum required depth below top of bedrock as shown on the Plans and prior to H-pile and grout placement.
- F. Material and dimensions of drill casings.
- G. Details of installing H-piles and supporting H-piles vertically and laterally in their final positions until laboratory test results have been submitted that indicate that the minimum required compressive strength of the grout has been achieved and the abutment is complete and in place.
- H. Details of the grout mix design, placement methods, and grout placement quantity control.
- I. Sample daily construction records.
- J. Sample drilling and grout logs.
- K. Details of how verticality of drill casing and rock-socket will be determined.

501.042 Equipment

The following is added to Subsection 501.042 of the Standard Specifications:

Rock Sockets - Drilling of bedrock-sockets for rock-socketed H-Pile foundation shall use cased-hole drilling methods. The Contractor shall select excavation equipment and rock core tooling that achieves a near planar horizontal surface at the bottom of the rock-socket.

The excavation and drilling equipment shall have adequate capacity, including power, torque, and down thrust to excavate a socket at least 20 percent greater than the minimum socket length and diameter indicated on the Plans. When the material encountered cannot be drilled using conventional earth augers with soil or rock teeth and drill buckets, as agreed upon with the

Resident, the Contractor shall provide drilling equipment including, but not limited to, rock core barrels, rock tools, air tools, and other equipment as necessary to construct the excavation to the minimum sizes (diameters) and depth below top of rock as shown on the Plans.

Failure by the Contractor to demonstrate adequate methods and equipment resulting in work not meeting this special provision will require the Contractor to propose alterations in equipment and/or methods to achieve satisfactory results. Any altered methods or construction equipment shall be at the Contractor's expense and incidental to Pay Item No. 501.502.

The Contractor shall perform the excavations required for bedrock-sockets as shown on the Plans, through all materials encountered, to the minimum dimensions and minimum depths below top of rock shown on the Plans, or otherwise required by the Contract Documents.

501.043 Location and Alignment Tolerances.

The following is added to Subsection 501.043 of the Standard Specifications:

The Contractor shall secure the H-piles in place within the required horizontal and vertical tolerances prior to and after grout placement and backfilling. H-Piles shall be braced or suspended, or both, to ensure vertical and horizontal alignment tolerances are achieved.

The maximum vertical deviation between the bottom surface of each quadrant of a bedrock-socket shall be 0.5 inches. The highest point of the bedrock at the bottom of a rock socket after all residual material is removed from within the bedrock-socket footprint shall be considered the bedrock-socket bottom and shall not be above the minimum depth below top of rock as shown on the Plans.

The Contractor shall demonstrate to the Resident that a minimum of 50 percent of the bottom of each rock-socket shall have less than 0.5 inches of sediment at the time of grout placement. The use of a weighted tape, a solid rod, downhole video camera, or other suitable methods detailed in the Installation and Quality Control Plan and accepted by the Resident shall be used to determine the presence of sediment and the sediment thickness across the entire bottom of the rock-socket prior to placement of the H-piles.

The vertical distance between the bottom of the abutment and the top of the grout in a rock-socket shall not be less than that shown on the Plans. The maximum vertical deviation of the top of a grout column from that shown on the Plans shall be 2 inches.

501.047 Splicing Piles.

The following is added to Subsection 501.047 of the Standard Specifications:

Splicing of H-piles for rock-socketed H-Pile foundation is prohibited.

501.049 Drilling and Rock-Socket Excavation.

The following Subsection is added to the Standard Specifications:

The Contractor shall complete bedrock excavations at the plan locations, to the minimum depths below top of rock, and to the minimum dimensions shown on the Plans. Bedrock-socket bottom depths may be adjusted with approval of the Resident but shall not be shallower than the bottom depths shown on the Plans. Top of bedrock at each rock socket location will be determined in the field by the Resident.

The Contractor shall advance the drill casing into bedrock as necessary to create a positive seal at the bottom of the casing to prevent entry of soil and groundwater into the rock-socket. The use of vertically split-seamed, break-away style casing is prohibited. After a positive seal at the bottom of the casing is established, the excavation shall then continue into bedrock as an uncased or cased rock-socket to the minimum length and diameter indicated on the Plans. The rock-socket shall not be constructed until the casing is sealed in bedrock and until the casing is checked for plumbness. Rock-socket excavation shall create a cylindrical opening no less than the minimum diameter indicated and to the full-depth shown on the Plans, or to the depth directed by the Resident. The Contractor shall avoid over-breakage of the rock surface to preserve the seal at the bottom of the drill casing. The constructed rock-socket bottom shall meet the specified tolerances and have a planar, or nearly planar horizontal surface.

The Contractor shall maintain a construction method log during drilling, excavation and cleaning of each rock socket shown on the Plans. At a minimum, the log shall contain information such as the: project name and WIN, date(s) the rock-socket is drilled and excavated, drilling and excavation start and stop time(s), personnel, weather, pile identification number, drilling and excavation equipment and methods, drilling resistance, rock-socket bottom cleaning method(s), number, type and vertical extent of obstructions, and measurements and estimation of seepage rate of groundwater through drill casing/bedrock seal.

The Contractor shall maintain a grout placement log during each grout placement operation. At a minimum, the log shall contain information such as the: project name and WIN, date of grout placement, bottom depth of grout tube prior to start of grouting, grout placement start and stop times, grout placement equipment and methods, personnel, and weather. Grout placement logs for each pile or placement shall also include the pile identification, quantity of grout placed, final elevation of the top of the grout placement, and grout flow or placement rate.

The Contractor shall dispose of excavated materials removed from socket excavations in accordance with the applicable specifications for disposal of excavated materials. Cleaning of the bedrock-socket may be performed by cleanout auger or bucket, reverse circulation, air-lifting, or vacuum excavation methods or other suitable methods detailed in the Installation and Quality Control Plan and accepted by the Resident.

The Contractor shall perform any necessary excavation for the rock-socketed H-pile foundation under this item. No separate payment will be made for excavation of materials of different densities or employment of special tools and procedures necessary to accomplish the excavation. Blasting is prohibited.

The Contractor shall provide access and equipment to the Resident for checking the alignment of the drill casing and for checking the dimension, alignment, and cleanliness of the rock socket. A weighted tape or other method(s) approved by the Resident shall determine final pile and socket depths after final cleaning. The Contractor shall demonstrate acceptable socket cleanliness to the Resident and Geotechnical Engineer prior to grout placement. H-pile placement and grout placement operations shall not begin until the Resident's approval is obtained.

501.050 Obstructions

The following Subsection is added to the Standard Specifications:

The Contractor shall remove surface and subsurface obstructions at the pile locations. Obstructions may include but are not limited to manmade materials and natural materials such as cobbles and boulders. The Contractor shall clear obstructions by conventional excavation methods, special procedures and/or tools after it is determined that the drill casing cannot be advanced using conventional augers fitted with soil teeth, rock teeth, or drilling buckets. Such special procedures/tools include, but are not limited to: chisels, boulder breakers, core barrels, and air tools. Compacted suitable backfill, as determined by the Resident, shall replace materials removed by excavation methods. The removal of obstructions to construct rock-socketed H-pile foundations will be considered incidental to this item.

Drilling tools that are lost in the excavation shall not be considered obstructions. The Contractor shall promptly remove lost drilling tools without compensation. There will not be additional payment for costs incurred because of loss and recovery of drill tools.

501.051 H-Pile and Grout Installation

The following Subsection is added to of the Standard Specifications:

The H-pile shall be lowered to the bottom of the bedrock-socket and then raised and temporarily suspended above the bottom of the rock-socket as shown on the Plans. The socket shall then be filled with grout using tremie methods. "Wet sticking" or placing the pile into wet grout, is prohibited. The Contractor shall support the H-Piles vertically and laterally in their final positions until laboratory test results have been submitted that indicate that the minimum required compressive strength of the grout has been achieved and the abutment is complete and in place.

Rock-socketed H-Pile foundation grout and the grout mix shall conform to the materials portion of this Special Provision. Grout placement shall utilize tremie methods by introducing

the grout below the bottom of the bearing plate in a continuous stream until the grout has filled the rock-socket to the level indicated on the Plans. The bottom of the tremie tube shall remain either at the bottom of the grout column or a minimum of 5 ft below the top of the grout column at all times during grouting operations. Displaced groundwater exiting the top of the drill casing shall be controlled and treated as necessary to protect adjacent water resources.

The cased holes, between the top of the grout and the bottom of the concrete abutments, shall be backfilled with aggregate that meets the requirements of Subsection 703.22, Underdrain Backfill Material, Type C. The aggregate shall be dropped. The Contractor shall place the material to the limits shown on the Plans. The casing may be withdrawn as aggregate is placed provided no damage to the grout column or pile occurs. The grout shall achieve the design unconfined compressive strength before the casing is removed. The Contractor shall maintain the bottom elevation of the casing a minimum of 24 inches below the aggregate as the aggregate is dropped and the casing is withdrawn. At a minimum, the Contractor shall place aggregate to the bottom elevation of the concrete pile jacket.

After installation of H-piles, the Contractor shall protect the H-piles from impact or other disturbance during subsequent construction operations. Additional length of H-pile, bracing, and other incidentals associated with protecting the installed H-piles and maintaining the vertical and lateral positions of the piles, will be considered incidental to related items.

501.05 Method of Measurement.

The following is added to subsection 501.05 of the Standard Specifications:

- A. Drilling Equipment Mobilization Rock-Socketed H-Piles. Mobilization of drilling equipment shall be as outlined in subsection 501.05(a), Equipment Mobilization.
- B. Piles Furnished. Furnishing of H-piles for rock-socketed H-Pile foundation shall be as outlined in subsection 501.05 (b), Piles Furnished.
- C. Piles in Place. Method of measurement for constructing rock-socketed H-pile foundation as described in this Section shall be measured by the linear foot of piles in place.

501.06 Basis of Payment.

The following is added to subsection 501.06 of the Standard Specifications:

The accepted quantity of Rock Socketed H-Piles, In Place, will be paid for at the Contract Unit Price per linear foot, complete and in place. Such payment will be full compensation for all materials, equipment, testing, and labor to install the piles, including excavation, installing the drill casing, drilling out rock sockets, grouting, backfilling, and all incidentals necessary to complete the work specified in the Contract Documents.

Payment will be made as follows:

City of Old Town
Llewellyn Estes Bridges #1472 and #2806
WINs 022511.01 and 022512.01
Early Release Package #6
January 8, 2025

<u>Pay Item</u>		<u>Pay Unit</u>
501.502	Rock-Socketed H-Piles 117 lb/ft, in place	Linear foot
501.804	Drilling Equipment Mobilization, Rock-Socketed H-pile	Lump Sum

SPECIAL PROVISION
SECTION 607
CHAIN LINK FENCE

Description: This work shall include the complete removal and installation of the existing Chain Link Fence and the installation and complete removal of the temporary Chain Link Fence including all barways, gates, bracing assemblies, and foundations. All holes left from removal of the existing fence and foundations shall be backfilled with common borrow. The existing Chain Link Fence shall be removed between the following stations within the temporary construction limits:

Station 28+30 Right+/- to station 28+90+/- Right.

Method of Measurement: Removal, storage, and installation of Chain Link Fence and Temporary Chain Link Fence will be measured by the linear foot. Measurement will be along the gradient of the fence from outside to outside of end posts for each continuous run of fence and shall include fence at bracing assemblies but shall not include space at gates and barways.

Basis of Payment: The accepted quantities for Remove & Reset Chain Link Fence and Temporary Chain Link Fence will be paid for at the contract unit price per linear foot. Payment shall be full compensation for removing all materials, barways, gates, bracing assemblies, foundations, for excavating and backfilling holes, hauling and proper disposal, and for all labor, equipment and incidentals necessary to complete the work.

<u>Pay Item</u>	<u>Pay Unit</u>
607.1701 Temporary Chain Link Fence – 6'	LF
607.25 Remove & Reset Chain Link Fence	LF

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1) **WARRANTY.** Contractor warrants:

- a) That all articles and services to be supplied by it under this contract are fit and sufficient for the purpose intended;
- b) That all articles and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by the Department;
- c) That such articles are merchantable, good quality and free from defects whether patent or latent in material and workmanship;
- d) That all workmanship, materials and articles to be provided are of the best grade and quality; and,
- e) That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this Contract or relieve the Contractor from liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the materials and articles delivered pursuant to this Contract and pay any damages resulting from such defects which shall appear within 1 year from the date of final acceptance of the materials and articles provided hereunder. The Department shall give written notice of observed defects with reasonable promptness.

- 2) **TAXES.** Contractor agrees that, unless otherwise indicated in this Contract, the prices herein do not include federal, state or local sales, or use the tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Department as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Department and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Department.
- 3) **PACKING & SHIPMENT.** Deliveries shall be made as specified without charge for boxing, shipping or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform with the requirements of common carriers and any applicable specifications. Order numbers and symbols must

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be plainly marked on all invoices, packages, bills of lading and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipping terms F.O.B. destination.

- 4) **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. Articles fabricated beyond the Department's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule. Unless otherwise specified herein, or receipt of written approval, no deliveries shall be made in advance of the Department's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Department. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- 5) **REMEDY.** If Contractor's deliveries fail to meet such schedule, the Department, without limiting its other remedies, may direct expedited shipping, and the difference between the expedited routing and the order routing costs shall be paid by the Contractor.
- 6) **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Department at its option may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Department may reject an entire shipment of similar articles if a sample inspection discloses that ten (10%) percent of the articles inspected are defective. This may be waived if the Contractor agrees to reimburse the Department for the cost of a complete inspection of the articles included in such shipment. Rejected material will be returned at Contractor's risk and expense at the full invoice price plus applicable transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Department.

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- 7) **BENEFITS AND DEDUCTIONS.** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.
- 8) **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- 9) **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor.
- 10) **CHANGES IN THE WORK.** The Department may make changes to its order, the Contract Amount will be amended accordingly, these changes will not invalidate this Contract. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any monetary adjustment or any substantive change in the articles or materials shall be in the form of an amendment, signed by both parties and approved by the MaineDOT. Said amendment must be effective prior to delivery of the articles or materials.
- 11) **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Contractor of its liability under this Contract.
- 12) **PERSONNEL.** The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or

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any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13) **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b) The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c) The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor shall inform the Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against

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- their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e) The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f) Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
 - g) The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 14) **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 15) **MATERIAL SAFETY DATA SHEETS.** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current material safety data sheet for any hazardous chemical to their direct purchasers of that chemical.
- 16) **ACCESS TO RECORDS.** The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Contractor shall allow inspection of pertinent documents by the Department or

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any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

- 17) **TERMINATION.** The performance of work under the Contract may be terminated by the Department in whole, or in part, whenever the Contract Administrator determines that such termination is in the best interest of the Department including but not limited to the following circumstances:
- (a) The Contractor fails to make delivery of articles, or to perform services within the time or time specified herein, or
 - (b) The Contractor fails to make delivery of articles, or specified materials, or
 - (c) If Contractor defaults under any other term or condition of this contract, or
 - (d) If Contractor fails to make progress as to endanger the performance of this contract in accordance with its terms; or,
 - (e) If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as deemed appropriate by the Department, and Contractor shall be liable to the Department for any excess cost incurred.

- 18) **GOVERNMENTAL REQUIREMENTS.** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- 19) **GOVERNING LAW.** This Contract is pursuant to 23 M.R.S.A. §52, and shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- 20) **STATE HELD HARMLESS.** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents, or

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subcontractors. This indemnification includes all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

- 21) **NOTICE OF CLAIMS.** The Contractor shall give the Department Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
- 22) **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
- 23) **SEVERABILITY.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 24) **FORCE MAJEURE.** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.
- 25) **DEBARMENT, SUSPENSION, INELIGIBILITY, OR EXCLUSION.** By signing the Contract, the Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.

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- 26) **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Contractor under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

2020 STANDARD DETAIL UPDATES

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

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
502(19)	Bridge Drains	3/17/2023
502(15)	Bridge Drains	3/17/2023
502(20)	Bridge Drains	3/17/2023
502(23)	Bridge Drains	3/17/2023
502(24)	Bridge Drains	3/17/2023
502(25)	Bridge Drains	3/17/2023
502(26)	Bridge Drains	3/17/2023
504(07)	Diaphragm & Crossframe Notes	3/17/2023
507(20)	Steel Approach Railing 3-Bar	2/11/2021
507(21)	Steel Approach Railing 3-Bar	2/11/2021
507(22)	Steel Approach Railing 3-Bar	2/11/2021
507(23)	Steel Approach Railing 3-Bar	2/11/2021
507(27)	Steel Approach Railing	2/11/2021
526(01)	Portable Concrete Barrier	1/14/2021
526(01A)	Portable Concrete Barrier	1/14/2021
526(01B)	Portable Concrete Barrier	1/14/2021
526(02)	Portable Concrete Barrier	1/14/2021
526(02A)	Portable Concrete Barrier	1/14/2021
526(03)	Portable Concrete Barrier	1/14/2021
526(04)	Portable Concrete Barrier	1/14/2021
526(04A)	Portable Concrete Barrier	1/14/2021
526(04B)	Portable Concrete Barrier	1/14/2021
526(05)	Permanent Concrete Barrier	3/17/2023
526(21)	Permanent Concrete Barrier	3/17/2023
526(22)	Concrete Transition Barrier	3/17/2023
526(38)	Concrete Transition Barrier	3/17/2023
526(39)	Texas Classic Rail	3/17/2023
526(55)	Texas Classic Rail	3/17/2023

603(10)	Concrete Pipe Ties	6/10/2021
605(01)	Underdrain	7/8/2022
605(01)	Underdrain Notes	7/8/2022
606(17)	Midway Splice Guardrail Transition	6/10/2022
606(23)	Standard Bridge Transition – Type “1”	2/11/2021
606(24)	Standard Bridge Transition – Type “1A”	2/11/2021
608(02)	Detectable Warnings	6/10/2021
609(09)	Precast Concrete Vertical Curb	2/11/2021
627(07)	Crosswalk	2/22/2022
627(08)	Crosswalk	2/22/2022
643(11)	ATCC Cabinet	12/14/2020
801(11)	Pedestrian Ramp Notes	6/10/2021
801(12)	Pedestrian Ramp Requirements	8/13/2021
801(13)	Ramp Length Table	6/10/2021
801(14)	Parallel Pedestrian Ramp	6/10/2021
801(15)	Perpendicular Pedestrian Ramp – Option 1	6/10/2021
801(16)	Parallel Pedestrian Ramp – Option 2A	6/10/2021
801(17)	Perpendicular Pedestrian Ramp – Option 2A	6/10/2021
801(18)	Parallel Pedestrian Ramp – Option 2B	6/10/2021
801(19)	Perpendicular Pedestrian Ramp – Option 2B	6/10/2021
801(20)	Parallel Pedestrian Ramp – Option 3	6/10/2021
801(21)	Perpendicular Pedestrian Ramp – Option 3	6/10/2021
801(22)	Side Street Pedestrian Ramp	6/10/2021
801(23)	Parallel Pedestrian Ramp – Esplanade	6/10/2021
801(24)	Perpendicular Pedestrian Ramp – Esplanade	6/10/2021
801(25)	Island Crossings	6/10/2021
801(26)	Blended Transition	6/10/2021
801(27)	Pedestrian Ramp Adjacent to Driveway or Entrance	6/10/2021
802(05)	Roadway Culvert End Slope Treatment	1/03/2017

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

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Construction Easement revise this definition by removing it in its entirety and replace with:
“A right acquired by the Department for a specific use of private property outside of the established Right-of-Way. Examples include but are not limited to Drainage Easements, Construction and Maintenance Easements, and Slope Easements. Construction Easement areas, including Temporary Construction Limits and Temporary Road Limits, outside of the Right-of-Way remain private property. No use other than to access and perform the specified work activity is permitted without written permission of the owner.”

Construction Limit Line Remove this definition in its entirety.

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

Plans Revise this paragraph by removing “**Standard Details, Supplemental Standard Details**” from the first sentence.

Project Limits Revise this definition by removing it in its entirety and replacing it with:
“Areas within the Right-of-Way, Construction Easements, or Temporary Construction Limits shown on the Plans or otherwise indicated in the Contract. If no Project Limits are indicated in the Contract, the Project Limits shall be determined by the Department. For a related Maine statute, see 23 MRSA § 653. “

Right-Of-Way Revise this definition by removing it in its entirety and replacing it with:
“The area of land, property, or interest therein, acquired for or devoted to the Project or other purposes. Portions of the Right-of-Way may be used for storage of materials and equipment and the location of engineering facilities, subject to written approval by the Department.”

Amend this Section by adding the following two definitions (that replace Construction Limit Line);

Temporary Construction Limits The area within which the Contractor may access and perform the Physical Work and outside of which Work may not be performed without written authorization by the property owner.

Temporary Road Limits The area within which the Contractor may construct and maintain a temporary detour for maintenance of traffic.

SECTION 102 BIDDING

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

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

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

SECTION 103 AWARD AND CONTRACTING

103.3.1 Qualification Requirement for Award Revise this subsection so that it reads:

“103.3.1 Qualification Requirement for Award If the Notice to Contractors lists a Prequalification requirement, the Apparent Successful Bidder must successfully complete the Prequalification process as a condition of Award. The Apparent Successful Bidder who does not already hold an Annual Prequalification shall have 21 days to provide the Department with their Prequal documents or the Department may move on to the next low bidder.”

SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise this subsection by removing it in its entirety and replace with the new subsection:

“104.2.1 Furnishing of Property Rights The Department will secure all necessary rights to real property within the Project Limits shown on the Right-of-Way Plans that are provided with the Bid Documents. For related provisions, see Sections 104.3.2 – Furnishing of Other Property Rights, Licenses and Permits and 105.4.5 - Maintenance of Existing Structures. For related definitions, see Construction Easements and Right-of-Way.”

104.3.2 Furnishing of Other Property Rights, Licenses and Permits Revise this subsection by replacing “104.2.1 Furnishing of Right-of-Way” with “**104.2.1 Furnishing of Property Rights**”.

SECTION 105 GENERAL SCOPE OF WORK

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

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

SECTION 106 QUALITY

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

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

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

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

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

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

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

106.9.1 Warranty by Contractor Revise the third paragraph of this section so that it reads:

“For a related provision regarding obligations regarding plantings, see section 621.36 – Maintenance Period. “

SECTION 107 TIME

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

SECTION 108 PAYMENT

108.2.3 Mobilization Payments Replace Standard Specification 108.2.3 – Mobilization Payments with the following:

“108.2.3 Mobilization Payments “Mobilization” includes the mobilization and demobilization of all resources as many times as necessary during the Work.

Percent Mobilization Bid will be determined by taking the amount Bid for Mobilization and dividing by the Total Contract Amount less Mobilization. Mob/(Total Contract – Mob).

Payment will be made at the following intervals:

% Mobilization Bid	% Mobilization Paid at Contract Award	% Mobilization Paid after the Department determines 50% of the work is Complete	% Mobilization Paid at Final Acceptance
10% or less	50%	50%	
More than 10% to 15%	33%	33%	34%
More than 15% to 20%	25%	25%	50%
More than 20% to 30%	15%	15%	70%
Greater than 30%	10%	10%	80%

108.3 Retainage Revise the third paragraph of this section so that it reads:

“Upon Final Acceptance, and determination by the department that there are no claims either by or on the Contractor or Subcontractors; no over payments by the department; no LDs due; and no disincentives due, the Department will reduce Retent to 1% of the original Contract Award amount, or \$100,000, whichever is less, as it deems desirable and prudent.”

108.4.1 Price Adjustment for Hot Mix Asphalt Revise this section by removing it in its entirety and replacing it with the following:

“108.4.1 Price Adjustment for Hot Mix Asphalt: For each Contract, a price adjustment for performance graded binder will be made for the following pay items, when the total quantity of Hot Mix Asphalt included in these items is in excess of 500 tons, based on the estimated quantities of these items at the time of bid.

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

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

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

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

SECTION 110

INDEMNIFICATION, BONDING, AND INSURANCE

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

SECTION 206 STRUCTURAL EXCAVATION

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

206.04 Method of Measurement – Drainage and Minor Structures Paragraph 1, sentence 2, delete the remainder of the sentence beginning with “....provided the maximum allowable...” And replace with: “**....in accordance with the following limits:**”

- **Vertical pay limits:**
 - 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 501 FOUNDATION PILES

501.05 Method of Measurement

c. Piles in Place Revise the third paragraph by replacing the “10” with “20” so that it reads:

Unused pile cutoffs **20** feet or more in length, except those required to accommodate the Contractor’s construction method, as discussed herein, will remain the property of the Department and will be stored at a bridge maintenance yard nearest the project. Hauling and unloading of piles will be done by the Contractor or by the Department, depending upon availability of services.

SECTION 502 STRUCTURAL CONCRETE

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

“502.10 Placing Concrete

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

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

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

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

Section 502.1701, Quality Control, Revise Table 4 of this Subsection by removing it in its entirety and replacing it with:

TABLE 4
METHOD A & B MINIMUM QUALITY CONTROL TESTING REQUIREMENTS *

TEST	TEST METHOD	SAMPLING LOCATION	FREQUENCY
Gradation	AASHTO T-27 & T-11	Stockpile	One set per proposed grading before production. One set every 100 yd ³ (Min. 1 set per month)
Organic Impurities	AASHTO T-21	Stockpile	Once per fine aggregate per year **
% Absorption	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Specific Gravity	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Total Moisture in Aggregate	AASHTO T-255	Stockpile	One set per day's production

Free Water and Aggregate Wt.	N/A		One per day's production
% Entrained Air	AASHTO T-152	On Project	On first two loads and every third load thereafter provided consistent results are achieved
Compressive Strength	AASHTO T-22	On Project	One set per subplot
Compressive Strength	AASHTO T-22 @ 7days	On Project	One set per subplot

* Additional QC testing will be required any time a process change occurs during a placement, including changes in type or dosage of admixture. Additional testing shall include, but is not limited to, entrained air testing.

**** If the color produced is a laboratory designation Plate III, then the fine aggregate shall be tested once per month.**

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

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

(Also see 535.24 and 535.25 for related changes)

SECTION 503 REINFORCING STEEL

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

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

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

- **Normal weight concrete**
- **Minimum 28-day concrete compressive strength from 4,000 psi to 10,000 psi**
- **Class B tension lap splice**
- **Minimum center-to-center spacing between bars of 6 inches**
- **Minimum clear cover of 2 inches**
- **Nominal reinforcing steel yield strengths**
 - **Low-carbon Chromium = 100 ksi**
 - **Stainless = 75 ksi**
 - **All others = 60 ksi**
- **Reinforcement with yield strengths greater than 75 ksi shall have beam transverse reinforcement and column ties provided over the required lap splice length in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications**

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

SECTION 506 SHOP APPLIED PROTECTIVE COATING – STEEL

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

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

SECTION 523 BEARINGS

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

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

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

SECTION 526 CONCRETE BARRIER

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

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

The types of concrete barrier are designated as follows:

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

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

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

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

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

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

526.02 Materials

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

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

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

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

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

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

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

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

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

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

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

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

526.03 Construction Requirements

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

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

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

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

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

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

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

- a. Cross-sectional dimensions shall not vary from design dimensions by more than $\frac{1}{4}$ inch. The vertical centerline shall not be out of plumb by more than $\frac{1}{4}$ inch.**
- b. Longitudinal dimensions shall not vary from the design dimensions by more than $\frac{1}{4}$ inch per 10 feet of barrier section and shall not exceed $\frac{3}{4}$ inches per section.**
- c. Location of anchoring holes shall not vary by more than $\frac{1}{2}$ inch from the dimensions shown in the concrete barrier details on the Plans.**
- d. Surface straightness shall not vary more than $\frac{1}{4}$ inch under a 10-foot straightedge.**
- e. The barrier shall have no significant cracking. Significant cracking is defined as fractures or cracks passing through the section, or any continuous crack extending for a length of 12 inches or more, regardless of position in the section.**

526.04 Method of Measurement Permanent Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be measured for payment by lump sum, complete in place.

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

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

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

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

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

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

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

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

Payment will be made under:

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

SECTION 527 ENERGY ABSORBING UNIT

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

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

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

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

SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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

“Product dimensional tolerances shall be in conformance with the latest edition of PCI MNL-135, Tolerance Manual for Precast and Prestressed Concrete Construction, as applicable to the particular product (e.g., slab, I-girder, box beam), the Plans, and this Specification. Use Box Beam fabrication tolerances for voided or solid slab beams and use Double Tee tolerances for NEXT beams. In case of dispute, the Fabrication Engineer shall determine the allowable tolerance.”

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

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

SECTION 606 GUARDRAIL

Amend this section by replacing it with the following:

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

31" W-Beam Guardrail - Mid-Way Splice

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

Thrie Beam

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

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

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

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

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

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

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

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

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

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

Reflectorized beam guardrail reflectors shall be mounted on all “w” beam guardrail and shall be either the “butterfly” type or linear delineation system panels. “Butterfly” or linear delineation panels shall be installed at approximately 62.5 foot intervals on tangents (after every tenth post) and 31.25 feet on curves (after every fifth post), and shall be centered on the guardrail beam. On Divided highways, the left-hand delineators shall be yellow and the right-hand delineators shall be silver/ white. On two-way directional highways, the right-hand side will have silver / white reflectors and no reflectorized delineator used on the left. Delineators shall have reflective sheeting that meets or exceeds the requirements of Section 719.01.

“Butterfly” reflectors shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Aluminum, galvanized metal or other materials shall not be used. Reflective sheeting will be applied to only one side of the delineator facing the direction of traffic and shall be centered vertically on the guardrail beam as shown in the Standard Detail 606(7).

Linear delineation system panels shall be 1.5 inches wide by approximately 11 inches nominal length, with a minimum of 5 raised lateral ridges spaced at approximately 2.25 inches. The height of each ridge shall be 0.34 inches with a 45 degree profile and a 0.28 inches radius at the top. Sheeting shall be laminated to thin gauge aluminum with a pre-applied adhesive tape on the back. Panels shall not be installed over seams or bolt heads and shall be centered horizontally on the guardrail beam; linear delineation panels shall be attached to only one guardrail beam. The guardrail beam surface shall be cleaned and prepared according to the manufacturer’s instructions. Air temperature and guardrail surface temperature must be a minimum of 50 degrees F (10 C) with rising temperature at the time of installation.

Exact locations of the either the “butterfly” type or the linear delineation panels shall be approved by the Resident prior to installation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reflectorized beam guardrail reflectors (“butterfly” type or linear delineation system panels) when identified by pay item, will be measured for payment by each.

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

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

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

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

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

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

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

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

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

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

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

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

Reflectorized beam guardrail reflectors (“butterfly” type and the linear delineation panels) will not be paid for directly but will be considered incidental to all new guardrail items. The Contractor shall furnish and install either the “butterfly” type or linear delineation panels, at its discretion, for new guardrail items.

Reflectorized beam guardrail reflectors (either “butterfly” type or linear delineation system panels) will be paid for under the applicable pay items for installation in conjunction with Adjust, Modify, Remove and Reset, Remove Modify and Reset guardrail items. The accepted quantity of “butterfly” type or linear delineation system panels will be paid for at the contract unit price each for all work and materials furnished to install, complete in place, including all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301 31" W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302 31" W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303 31" W-Beam Guardrail - Mid-Way Splice, 15' Radius and Less	Linear Foot
606.1304 31" W-Beam Guardrail - Mid-Way Splice, Over 15' Radius	Linear Foot
606.1305 31" W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306 31" W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each
606.1307 Bridge Transition (Asymmetrical) – Type IA	Each
606.1721 Bridge Transition - Type I	Each
606.1722 Bridge Transition - Type II	Each
606.1731 Bridge Connection - Type I	Each
606.1732 Bridge Connection - Type II	Each
606.178 Guardrail Beam	Linear Foot
606.25 Terminal Connector	Each
606.257 Terminal Connector - Thrie Beam	Each
606.259 Anchorage Assembly	Each
606.265 Terminal End-Single Rail - Galvanized Steel	Each
606.266 Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275 Terminal End-Double Rail - Galvanized Steel	Each
606.276 Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.352 Reflectorized Beam Guardrail Delineators ("Butterfly" type)	Each
606.3521 Linear Delineation System Panel	Each
606.353 Reflectorized Flexible Guardrail Marker	Each
606.354 Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356 Underdrain Delineator Post	Each
606.358 Guardrail, Modify	Linear Foot
606.362 Guardrail, Adjust	Linear Foot
606.365 Guardrail, Remove, Modify, and Reset	Linear Foot
606.366 Guardrail, Remove and Reset	Linear Foot
606.367 Replace Unusable Existing Guardrail Posts	Each
606.3671 Replace Unusable Offset Blocks	Each
606.47 Single Wood Post	Each
606.48 Single Galvanized Steel Post	Each
606.50 Single Steel Pipe Post	Each
606.51 Multiple Mailbox Support	Each
606.568 Guardrail, Modify - Double Rail	Linear Foot
606.63 Thrie Beam Rail Beam	Linear Foot
606.64 Guardrail Thrie Beam - Double Rail	Linear Foot
606.65 Guardrail Thrie Beam - Single Rail	Linear Foot
606.66 Terminal End Thrie Beam	Each
606.70 Transition Section - Thrie Beam	Each
606.71 Guardrail Thrie Beam - 15 ft radius and less	Linear Foot
606.72 Guardrail Thrie Beam - over 15 ft radius	Linear Foot

606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear Foot
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

SECTION 608 SIDEWALKS

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

SECTION 609 CURB

Remove this section in its entirety and replace with the following:

609.01 Description Construct or reset curb, gutter, or combination curb and gutter, paved ditch, and paved flume. The types of curb are designated as follows:

- Type 1 - Stone curbing of quarried granite stone
- Type 2 – Concrete Curbing
- Type 3 - Bituminous curbing
- Type 5 - Stone edging of quarried granite stone

609.02 Materials Except as provided below, the materials used shall meet the requirements of the following Sections of Division 700 - Materials:

Portland Cement and Portland Pozzolan Cement	701.01
Water	701.02
Air Entraining Chemical Admixture	701.03
Fine Aggregate for Concrete	703.01
Coarse Aggregate for Concrete	703.02
Joint Mortar	705.02
Reinforcing Steel	709.01
Stone Curbing and Edging	712.04
Epoxy Resin	712.35
Hot Mix Asphalt Curbing	712.36
Structural Precast Concrete Units (Concrete Curb)	712.061

The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, for the uses specified below or in accordance with the Contract Documents.

Circular curb, terminal sections and transition sections shall be in reasonably close conformity with the shape and dimensions shown on the Plans and to the applicable material requirements herein for the type of curb specified.

Dowels shall be reinforcing steel deformed bars.

Concrete for Slipform Concrete Curb shall meet the requirements below:

- a. Class A, with the exception that permeability requirements shall be waived.
- b. Entrained air content of Slipform Concrete Curb shall be 4.0% to 7.0%
- c. Concrete temperature, prior to discharge, shall not exceed 90 F.
- d. Proposed mix designs may contain polypropylene fibers.
- e. Partially discharged loads may be retempered with water provided the maximum water to cement ratio is not exceeded.

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

a. Installation The curb stone shall be set on a compacted foundation so that the front top arris line conforms to the lines and grades required. The foundation shall be prepared in advance of setting the stone by grading the proper elevation and shaping to conform as closely as possible to the shape of the bottom of the stone. The required spacing between stones shall be assured by the use of an approved spacing device to provide an open joint between stones of at least ¼ inch and no greater than ⅝ inch.

b. Backfilling All remaining spaces under the curb shall be filled with approved material and thoroughly hand tamped so the stones will have a firm uniform bearing on the foundation for the entire length and width. Any remaining excavated areas surrounding the curb shall be filled to the required grade with approved materials. This material shall be placed in layers not exceeding 8 inches in depth, loose measure and thoroughly tamped.

When backfill material infiltrates through the joints between the stones, small amounts of joint mortar or other approved material shall be placed in the back portion of the joint to prevent such infiltrating.

c. Protection The curb shall be protected and kept in good condition. All exposed surfaces smeared or discolored shall be cleaned and restored to a satisfactory condition or the curb stone removed and replaced.

d. Curb Inlets Curb placed adjacent to curb inlets shall be installed with steel dowels cemented into each stone with epoxy grout as shown in the Standard Details.

The epoxy grout shall be used in accordance with the manufacturer's instructions. The grout shall be forced into the hole, after which the dowel shall be coated with grout for one-half its length and inserted into the grout filled hole. The hole shall be completely filled with grout around the dowel. All tools and containers must be clean before using.

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 Departments Qualified Products list (QPL). Concrete backfill shall be completed in conformance with a Department supplied concrete backfill detail.

609.04 Bituminous Curb

a. Preparation of Base Before placing the curb, the foundation course shall be thoroughly cleaned of all foreign and objectionable material. String or chalk lines shall be positioned on the prepared base to provide guidelines. The foundation shall be uniformly painted with tack coat at a rate of 0.04 to 0.14 gal/yd².

b. Placing The curb shall be placed by an approved power operated extruding type machine using the shape mold called for. A tight bond shall be obtained between the base and the curb. The Resident may permit the placing of curbing by other than mechanical curb placing machines when short sections or sections with short radii are required. The resulting curbing shall conform in all respects to the curbing produced by the machine.

c. When required, the curb shall be painted and coated with glass beads in accordance with Section 627 - Pavement Marking. Curb designated to be painted shall not be sealed with bituminous sealing compound.

d. Acceptance Curb may be accepted or rejected based on appearance concerning texture, alignment, or both. All damaged curb shall be removed and replaced at the Contractor's expense.

e. Polyester fibers shall be uniformly incorporated into the dry mix at a rate of 0.25 percent of the total batch weight. Certification shall be provided from the supplier with each shipment meeting the following requirements:

Average Length	0.25 inches $\pm$ 0.005
Average Diameter	0.0008 inches $\pm$ 0.0001
Specific Gravity	1.32-1.40
Melting Temperature	480 °F Minimum

609.05 Slipform Concrete Curb

a. Preparation of Base Before placing the curb, the foundation course shall be thoroughly cleaned of all foreign and objectionable material. The Contractor shall not place Slipform Concrete Curb on a wet or frozen foundation. The foundation (HMA or concrete) may be in a Saturated Surface Dry condition, but no standing water shall be allowed. String or chalk lines shall be positioned on the prepared foundation to provide guidelines. Prior to placing the curb, the foundation shall be uniformly coated with an epoxy resin adhesive that meets the requirements of AASHTO M 235, Type I, II, III, IV or V and has been tested by AASHTO Product Evaluation & Audit Solutions. The Contractor shall submit the epoxy resin adhesive that they propose to utilize with the concrete mix design. The epoxy resin adhesive must be approved prior to placement and used in accordance with manufacturer's recommendations.

b. Placing Concrete shall be placed with an approved Slipform machine that will produce a finished product according to the design specified in the Plans. For cold weather slip forming, the outside temperature must be at least 36°F and rising. The curb shall be placed on a firm, uniform foundation, shall conform to the section profile specified in the Plans, and shall match the appropriate grade. Expansion joints shall be placed in the curb where it meets rigid structures such as but not limited to building foundations, catch basin headers or fire hydrants. Contraction joints will be placed at 10-foot intervals using sawing methods, which shall cut 1 to 3 inches into the concrete. Contraction joints shall be cut between 1 and 7 days after placement of the concrete. Joints shall be constructed perpendicular to the subgrade and match other joints in roadways, sidewalks, or other structures when applicable.

c. Curing and Sealing Proper curing shall be provided using either a combination curing/sealing compound spray that meets ASTM 1315 Type 1-Class A, or a curing compound spray that meets ASTM 309 Type 1-D – Class A. Curing may also be accomplished by the methods specified in Standard Specification Section 502.14, Curing Concrete.

If a combination curing/sealing compound spray is not used, a separate sealing compound from the MaineDOT Qualified Products List for a Type 1c sealer shall be applied after the concrete has cured.

d. Protection Slipform curb must be adequately protected after placement. The concrete shall be allowed to cure for at least 72 hours. During cold weather conditions, when temperatures drop below the required temperature of 36°F after placement, curbing shall be protected by concrete blankets or a combination of plastic sheeting and straw. After any placement of Slipform curb, regardless of weather conditions, the placed curb shall be adequately protected by traffic control devices as necessary.

e. Marking When required, the curb shall be painted and coated with glass beads in accordance with Section 627 - Pavement Marking. Curb designated to be painted shall not be sealed unless a combination curing/sealing compound is used.

f. Acceptance Curb shall be accepted or rejected based on finish, alignment, entrained air content, and compressive strength. Concrete Quality Control and Acceptance

shall be done in accordance with Standard Specification Section 502, Method C. All damaged curb shall be removed and replaced at the Contractor's expense.
609.06 Stone Edging The curb shall be installed, backfilled and protected in accordance with Section 609.03, except as follows:

a. Slope The edging shall be set on a slope as shown on the Plans or as directed.

b. Joints Joints shall be open and not greater than 1½ inch in width.

609.07 Stone Bridge Curb

a. Installation Each stone and the bed upon which it is to be placed shall be cleaned and thoroughly wetted with water before placing the mortar for bedding and setting the stone. The stone shall be set on a fresh bed of joint mortar and well bedded before the mortar has set so that the front top arris line conforms to the line and grade required. Whenever temporary supporting wedges or other devices are used in setting the stones, they shall be removed before the mortar in the bed has become set, and the holes left by them shall be filled with mortar. Concrete behind the stones shall not be placed until the stones have been in place at least two days. Bedding and pointing mortar for joints shall be cured as required under Section 502 - Structural Concrete.

b. Joints Vertical joints shall be ½ inch in width plus or minus ⅛ inch. Whenever possible, the face and top of the joint shall be pointed with joint mortar to a depth of 1½ inch, before the bedding mortar has set. Joints which cannot be so pointed, shall be prepared for pointing by raking them to a depth of 1½ inch before the mortar has set. Joints not pointed at the time the stone is laid shall be thoroughly wetted with clean water and filled with mortar. The mortar shall be well driven into the joint and finished with an approved pointing tool, flush with the pitch line of the stones.

609.08 Resetting Stone or Portland Cement Concrete Curb, Including Terminal Sections and Transitions

The curb shall be installed, backfilled and protected in accordance with Section 609.03, except as follows:

a. Removal of Curbing The Contractor shall carefully remove and store curb specified on the Plans or designated for resetting. Curb damaged or destroyed, because of the Contractor's operations or because of their failure to store and protect it in a manner that would prevent its loss or damage, shall be replaced with curbing of equal quality at the Contractor's expense.

b. Cutting and Fitting Cutting or fitting necessary in order to install the curbing at the locations directed shall be done by the Contractor.

609.09 Method of Measurement Curb, both new and reset, will be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted. Curb inlets at catch basins, including doweling, will not be measured for payment but shall be considered included in the cost of the catch basin. New transition sections and terminal curb will be measured by the unit. Reset transition sections and terminal curb will be included in the measurement for resetting curb.

Concrete Slipform Curb and terminal ends will be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted.

609.10 Basis of Payment The accepted quantities of curbing will be paid for at the contract unit price per linear foot for each kind and type of curbing as specified.

Payment for terminal curb shall include only that portion of the curbing modified for installation at ends of curb runs shown in the Standard Details. Curb adjacent to terminal ends shall be paid for at the contract unit price per linear foot for the type of curb installed.

Vertical Curb Type 1 is required to have a radius of 60 feet or less, will be paid for as Vertical Curb Type 1 - Circular.

Curb, Type 5 required to have a radius of 30 feet or less will be paid for as Curb Type 5 - Circular.

There will be no separate payment for concrete fill, mortar, reinforcing steel, anchors, tack coat, drilling for and grouting anchors, pointing and bedding of curbing, and for cutting and fitting, but these will be considered included in the work of the related curb.

Removal of existing curb and necessary excavation for installing new or reset curbing will not be paid for directly but shall be considered to be included in the appropriate new or reset curb pay item. Base and Subbase material will be paid for under Section 304 - Aggregate Base and Subbase Course. Backing up bituminous curb is incidental to the curb items. Loam, as directed, will be paid under 615 – Loam.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
609.11	Vertical Curb Type 1	Linear Foot
609.12	Vertical Curb Type 1 - Circular	Linear Foot
609.13	Vertical Bridge Curb Type 1	Linear Foot
609.131	Vertical Bridge Curb Type 1A	Linear Foot
609.132	Vertical Bridge Curb Type 1B	Linear Foot
609.142	Vertical Bridge Curb Type 1B - Circular	Linear Foot
609.15	Sloped Curb Type 1	Linear Foot
609.151	Sloped Curb Type 1 - Circular	Linear Foot
609.161	Concrete Slipform Curb – Vertical Type 2	Linear Foot
609.21	Concrete Slipform Curb Type 2	Linear Foot

609.219	Concrete Slipform Terminal End Type 2	Linear Foot
609.23	Terminal Curb Type 1	Each
609.234	Terminal Curb Type 1 - 4 foot	Each
609.237	Terminal Curb Type 1 - 7 foot	Each
609.2371	Terminal Curb Type 1 - 7 foot – Circular	Each
609.238	Terminal Curb Type 1 - 8 foot	Each
609.26	Curb Transition Section B Type 1	Each
609.31	Curb Type 3	Linear Foot
609.34	Curb Type 5	Linear Foot
609.35	Curb-Type 5 - Circular	Linear Foot
609.38	Reset Curb Type 1	Linear Foot
609.39	Reset Curb Type 2	Linear Foot
609.40	Reset Curb Type 5	Linear Foot

SECTION 610

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

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

SECTION 618

SEEDING

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

SECTION 619

MULCH

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

SECTION 626

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

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

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

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

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

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

SECTION 627 **PAVEMENT MARKINGS**

627.02 Materials Amend this section by adding the following to the existing Specification:

“When pavement marking paint must be applied on pavement with an air temperature between 35 °F and 50 °F, a low temperature waterborne paint may be used upon the Department’s approval as noted below.

The Contractor shall submit the following information for Department review and approval at least 10 calendar days prior to application:

The manufacturer and product name of the low temperature waterborne paint

The manufacturer’s technical product data sheets

The product’s SDS sheets

All required and recommended application specifications for the product

The manufacturer’s requirements for temperature, surface preparation, paint thickness and the bead application shall be followed. No additional payment will be made for the use of low temperature waterborne paint. “

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

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

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

Revise this subsection by replacing the paragraph beginning with “ If the final reflectivity values are less...” with the following:

The final reflectivity will be acceptable if 90 percent or more of the painted pavement lines and markings meet the specified minimum value. If less than 90 percent of the painted pavement lines and markings meet the specified minimum final reflectivity values, the Contractor shall repaint those areas not meeting required reflectivity at no cost to the Department.

If, after repainting, analysis of the final reflectivity values results in the need for a second repainting, the Contractor will submit in writing a plan of action to meet the reflectivity minimums prior to continuing any work. Once the plan has been reviewed and approved by the Department, the Contractor shall reapply at no cost to the Department.

SECTION 637 DUST CONTROL

Revise this section by removing it in its entirety.

SECTION 643 TRAFFIC SIGNALS

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

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

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

643.023 Traffic Signal Structures Remove the third paragraph and replace it with the following:

“Traffic signal support structures shall be classified as Fatigue Category III if they are located on roads with a speed limit of 35 mph or less, Fatigue Category II if they are located on roads with a speed limit of greater than 35 mph, and Fatigue Category I if noted on the Contract Plans. Fatigue Importance Factors shall be as specified in Table 11.6-1 (Fatigue Importance Factors). Fatigue analyses are not required for span-wire (strain) pole traffic signal support structures with heights of 55 feet or less unless required by the current edition of AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals”.

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

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

SECTION 645 HIGHWAY SIGNING

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

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

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

SECTION 652 MAINTENANCE OF TRAFFIC

652.2.5 Portable Changeable Message Sign Revise the fifth paragraph so it reads:

“The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Messages must be changeable with either a portable electronic device like a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The cabinet shall be locked at all times that the Contractor is not actively changing the message. The Contractor shall change the password for the controller prior to stationing the PCMS and shall provide the password to the Resident. The password shall be unique per PCMS and secure and shall not be written anywhere in, on, around, or stored in the PCMS.”

Amend this Section by adding the following new subsection:

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

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

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

Category 3 (Portable Concrete Barrier, Portable Crash Cushions, Truck Mounted Attenuators, Category 2 devices weighing more than 100 pounds, and similar devices that are expected to produce significant vehicular velocity change or other harmful reactions) – All Category 3 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029. (See Standard Specification 526 for additional Portable Concrete Barrier information).

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

652.3.3 Submittal of Traffic Control Plan Amend this section by adding:

“n. A security plan for any PCMS shall be included. The Contractor shall provide a plan for secure access to the PCMS and protection from unauthorized users. The plan shall have details on securing the cabinets via a lock and password from unauthorized users, password changing protocols, and where the access information will be kept so it can be used in the event of emergency. The Contractor shall not identify or store passwords in the TCP.”

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

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

SECTION 681
PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

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

SECTION 701
STRUCTURAL CONCRETE RELATED MATERIAL

701.01 Portland Cement and Portland Pozzolan Cement Amend the first sentence of Paragraph 3 by adding “**or Type 1L Portland Limestone cement**” so that it reads:

“A Type IP (MS) Portland-pozzolan cement (blended hydraulic cement with moderate sulfate resistance) or Type 1L Portland Limestone cement meeting the requirements of AASHTO M 240, may be used instead of Type II or where Type I Portland cement, meeting the requirements of AASHTO M 85, is allowed.”

SECTION 703
AGGREGATES

Add the following to Section 703 - Aggregates

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

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

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

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

The fineness modulus shall not be less than 2.26 or more than 3.14. If this value is exceeded, the fine aggregate will be rejected unless suitable adjustments are made in proportions of coarse and fine aggregate. The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages of material by weight retained on the following sieves: Nos. 4, 8, 16, 30, 50, 100 and dividing by 100.

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

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

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

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

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

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves			
Grading	A	AA	S	LATEX
Aggregate Size	1 inch	$\frac{3}{4}$ inch	$1\frac{1}{2}$ inch	$\frac{1}{2}$ inch
2 inch			100	
$1\frac{1}{2}$ inch	100		95-100	
1 inch	95-100	100	-	
$\frac{3}{4}$ inch	-	90-100	35-70	100
$\frac{1}{2}$ inch	25-60	-	-	90-100
$\frac{3}{8}$ inch	-	20-55	10-30	40-70
No. 4	0-10	0-10	0-5	0-15
No. 8	0-5	0-5	-	0-5
No. 16	-	-	-	-
No. 50	-	-	-	-
No. 200	0 - 1.5	0 - 1.5	0 - 1.5	0 - 1.5

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

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

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

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

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	85-100
No. 200	0-5.0

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the $\frac{1}{2}$ inch sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected. The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type A	Type B
$\frac{1}{2}$ inch	45-70	35-75
$\frac{1}{4}$ inch	30-55	25-60
No. 40	0-20	0-25
No. 200	0-6.0	0-6.0

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 4: Maximum Percent RAP According to Test Results

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage and are shown below in Table 5.

Table 5: RAP Verification Limits

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

For specification purposes, RAP will be categorized as follows:

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

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

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

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

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

SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.01 Reinforcing Steel Remove the second paragraph of Section 709.01 of the standard specification beginning with “Low-Carbon, Chromium,...” and replace with the following:

“ Low-carbon, chromium, reinforcing steel shall be deformed bars conforming to the requirements of ASTM A1035. Bars shall be Grade 100 and alloy Type CS unless otherwise specified on the Plans. “

SECTION 710 FENCE AND GUARDRAIL

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

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

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

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

“Braces shall be of spruce, eastern hemlock, Norway pine, pitch pine, or tamarack timbers or other AWPAs approved species, or spruce, cedar, tamarack or other AWPAs approved species round posts of sufficient length to make a diagonal brace between adjacent posts. All wood posts and braces shall be pressure-treated in accordance with AASHTO M 133 and 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 B695”

SECTION 711 MISCELLANEOUS BRIDGE MATERIAL

711.06 Stud Shear Connector Anchors and Fasteners Amend this section by deleting it in its entirety and replacing it with:

“Shear connectors shall meet the dimensional tolerances of Figure 9.1 of the ANSI/AASHTO/AWS D1.5 Bridge Welding Code (D1.5 Code). Shear connectors, anchors and fasteners shall meet the material requirements of Section 9 of the D1.5 Code. Shear connectors shall meet the mechanical property requirements of Table 9.1, Type B of the D1.5 Code. Anchors and fasteners shall meet the mechanical property requirements of Table 9.1 of the D1.5 Code, Type A.”

SECTION 712 MISCELLANEOUS HIGHWAY MATERIAL

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

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

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

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

SECTION 713 STRUCTURAL STEEL AND RELATED MATERIAL

Section 713.02 High Strength Bolts

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

SECTION 718 TRAFFIC SIGNALS MATERIAL

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

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

A second door open status switch per door shall activate a controller input to log a report event that one of the doors was opened. All door open status switches shall be connected to the same controller input. For the ground mount cabinet, there shall be two switches on each of the four main doors. For the side-of-pole mount cabinet, there shall be two switches on each of the two main doors.”

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

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

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

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

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

Amend this Section by adding the following subsection:

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

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

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

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

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

1. The work under this item specifies the requirements for the FMU. The FMU shall operate independent of the brand/type of intersection controller deployed in the ATC traffic cabinet.
2. The FMU shall conform to the following requirements:
 - 2.1 The FMU shall function correctly between -34 degrees C and +74 degrees C.
 - 2.2 The FMU shall be provided with appropriately rated connectors that allows the FMU to be exchanged by unplugging connectors, without tools.
 - 2.3 The FMU shall monitor and log all ATC Controller and ATC cabinet faults and or alarms.
 - 2.4 The FMU shall be wired directly to the ATC cabinet.
 - 2.5 The FMU shall have an internal cellular modem running at 4G LTE.
 - 2.5.1 The Cellular modem shall be designed to be replaced / upgraded to 5G service when available.
 - 2.6 The FMU shall incorporate an integrated GPS and cell modem.
 - 2.7 The configuration of the FMU shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the FMU without any special software.

- 2.8 The FMU shall be powered via a standard 120V input power.
- 2.9 The FMU shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for any type of controller utilized by the MaineDOT. In this way it shall be possible to configure the controller and utilize the controller specific software to interrogate the controller, and the FMU shall provide the communications pipe which allows this to be accomplished.
- 2.10 The FMU shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the FMU to function correctly even when all power to the intersection has failed. The battery shall continue to power the FMU for a minimum of 5 hours after all power has failed to the intersection.
- 2.11 The FMU shall incorporate an integrated GPS which will allow the FMU to geo-locate itself on the FMU management software map, without configuration.
- 2.12 The FMU shall operate without requiring a static IP address. The only configuration required at the FMU is to enter the URL of where the FMU management software is hosted.
- 2.13 In the event that the cell service is interrupted or is not available, the FMU shall store any events that occur in internal memory and forward these events automatically to the FMU management software when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period. The system will store 5000 events.
- 2.14 The FMU shall utilize HTTP and HTTPS protocols, and XML data structures, for communication with the FMU management software. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.
- 2.15 The FMU shall include Ethernet communications via an Ethernet Port with RJ45 connector.
- 2.16 The FMU shall include weather proof antennas.

3. Map Display FMU Management Software

- 3.1 The FMU shall include a scrollable, zoomable map display, with the intersections and other monitored devices shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.
- 3.2 The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.

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

4. Intersection Detail Display FMU Management Software

- 4.1 It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:
 - 4.1.1 The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).
 - 4.1.2 The time since the last communication with the device
 - 4.1.3 The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)
 - 4.1.3.1 The AC mains voltage (value)
 - 4.1.3.2 The battery back-up voltage (value)
 - 4.1.3.3 The cabinet temperature (value)
 - 4.1.3.4 The cabinet humidity (value)
 - 4.1.3.5 The presence of AC power (OK or Fail)
 - 4.1.3.6 The flashing status of the intersection (OK or Flashing)
 - 4.1.3.7 Stop Time status (OK or Stop Time Active)
 - 4.1.3.8 The cabinet door status (Open or Closed)
 - 4.1.3.9 The intersection fan status (Fan On or Fan off)

4.1.4 It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:

4.1.4.1 The AC mains voltage

4.1.4.2 The battery back-up voltage

4.1.4.3 The cabinet temperature

4.1.4.4 The cabinet humidity

5. Diagnostics and Log Display FMU Management Software

5.1 From the device level detail within the FMU management software, it shall be possible to drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems.

5.2 It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.

5.3 It shall be possible to print these selected logs to a local printer or a PDF file.

5.4 It shall be possible to export these logs to Excel on the local computer for further analysis.

6. Alarms FMU Management Software

6.1 The FMU management software shall have a comprehensive alarm generation capability

6.2 It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.

6.3 Alarms shall be configurable to be of Low, High or Critical Priority.

6.4 The alarm priority shall be displayed throughout the FMU management software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.

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

7. Alerts FMU Management Software

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

- 7.2 It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.
- 7.3 The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.
- 7.4 The intention is that the FMU management software provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

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

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

- 8.1.1 Cellular Connectivity
- 8.1.2 No cellular overage charges
- 8.1.3 Extended warranty on the hardware for the period of the Connectivity and Service Agreement
- 8.1.4 Over-the-air software updates
- 8.1.5 Over-the-air security updates
- 8.1.6 Future Connected Vehicles Service

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

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

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

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

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

The United States Department of Transportation (USDOT)
Standard Title VI / Nondiscrimination Assurances
DOT Order No. 1050.2A

The *Maine Department of Transportation* (herein referred to as the "Recipient") **HEREBY AGREES THAT**, as a condition of receiving any Federal financial assistance from the U.S. Department of Transportation (USDOT) 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), which prohibits discrimination based on 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 assure 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 (regarding 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 assure 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 C 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 B 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 regarding 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 the **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 the State of Maine, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Aid Highway Program**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Maine Department of Transportation

By 
Bruce A. Van Note, Commissioner

Dated 

Encl.: Appendices A, B, C, D and E

APPENDIX A

Performance Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration (FHWA)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to 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 **49 U.S. Code §5334**, 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 [i and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

APPENDIX 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. § 5 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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.*).

FEDERAL HIGHWAY ADMINISTRATION CIVIL RIGHTS ASSURANCE

The **Maine Department of Transportation** HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Civil Rights Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color or national origin will be subjected to discrimination in the level and quality of transportation services and transportation-related benefits.
2. The Maine Department of Transportation will compile, maintain, and submit in a timely manner Title VI information required in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
3. The Maine Department of Transportation will make it known to the public that those person or persons alleging discrimination on the basis of race, color or national origin as it relates to the provision of transportation services and transportation-related benefits may file a complaint with the Federal Highway Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipient.



Bruce A. Van Note, Commissioner
Maine Department of Transportation

DATE: 9/19/23

MAINE DEPARTMENT OF TRANSPORTATION NONDISCRIMINATION POLICY STATEMENT

TITLE VI (FHWA)

The Maine Department of Transportation is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants, and to ensuring that the public-at-large is afforded access to our programs and services.

In accordance with Title VI of the Civil Rights Act of 1964, no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Maine Department of Transportation program or activity on the grounds of race, color, or national origin. The Maine Department of Transportation assures all its programs and activities will be free from discrimination, whether those programs or activities are federally assisted or not.

The Maine Department of Transportation conducts its Title VI/Environmental Justice Program in a team approach involving personnel from all program areas, with guidance from within the Civil Rights Office to serve as the Title VI/Environmental Justice Specialist, to ensure the Maine Department of Transportation's compliance with Title VI/Environmental Justice implementing regulations.

Inquiries concerning the Maine Department of Transportation's policies, investigations, complaints, compliance with applicable laws and regulations, and concerns regarding compliance with Title VI/Environmental Justice may be directed to:

Sherry Y. Tompkins, Director, Civil Rights Office
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Telephone (207) 624-3066
TTY 888-516-9364
sherry.tompkins@maine.gov

This Policy Statement must be circulated throughout the Maine Department of Transportation and be included by reference in all contracts, agreements, programs and services administered by the Department of Transportation.



Bruce A. Van Note, Commissioner
Maine Department of Transportation

Dated: 9/19/23



Environmental Summary Sheet

WIN: 22511.01/22512.01

Date Submitted: May 11, 2023

Town: Old Town

CPD Team Leader: Andrea Brady

ENV Field Contact: Ryan Annis

NEPA Complete: 3/8/21 – Individual Categorical Exclusion: 771.117.d.13

☐ **Section 106**

SHPO Concurrence – No effect

Section 106 Resources: None

☐ **Section 4(f) and 6(f)**

Section 4(f)

No 4f properties.

Section 6(f)

No Takes

☒ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**

Threatened yellow lampmussel and tidewater mucket were observed in July 2019. Mussel survey and relocation completed in July 2021. No followup monitoring required.

☒ **Section 7**

Species of Concern: Atlantic Salmon – Located within DPS and Critical Habitat

Comments/References: Formal Consultation with USFWS - Biological Opinion (BO) from USFWS was issued on March 3, 2021. **Special Conditions apply; see Special Provision 105**

Species of Concern: Northern Long-Eared Bat – Project is Located in a Buffered Area with Positive Acoustic Survey Results. May Affect

Comments/References: Formal Consultation with USFWS – Biological Opinion (BO) from USFWS was issued on May 3, 2023. Valid from March 31, 2023 through April 1, 2024; re-initiation required on or before April 1, 2024 if any continuing action is expected to affect the NLEB. **Special Conditions apply; see Special Provision 105**

☒ **Essential Fish Habitat**

EFH consultation for Atlantic Salmon was completed on March 5, 2021

☐ **Maine Department of Conservation/Public Lands, Submerged Land Lease**

Not Applicable

☐ **Maine Land Use Regulation Commission**

Not Applicable

☒ **Maine Department of Environmental Protection**

Permit by Rule (PBR) signed 8/27/2021

**Applicable Standards and Permit are included with the contract*

☒ **Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

Individual Permit

- Work Start Notification Form and Compliance Certification Form to be completed by ENV Field Contact and submitted to ACOE with copy to Andrea Brady

- **Special Conditions apply; see Special Provision 105**

**Applicable Standards and Permit are included with the contract*

☐ **Stormwater Review**

N/A – Within regulated MS4 area but will not disturb more than one acre.

☒ **Special Provisions Required**

Special Provision 105-Environmental Requirements

N/A ☐

Applicable ☒

Special Provision 656-Minor Soil Disturbance

N/A ☒

Applicable ☐

Standard Specification 656-Erosion Control Plan

N/A ☐

Applicable ☒

Special Provision 203-Dredge Material

N/A ☐

Applicable ☒

Special Provision 203-Special Fill-Streambed Materials

N/A ☒

Applicable ☐

Special Provision 610-Stream Channel Rock

N/A ☒

Applicable ☐

General Note for Hazardous Waste

N/A ☒

Applicable ☐

Special Provision 203-Hazardous Waste

N/A ☒

Applicable ☐

**All permits and approvals based on plans/scope as of: 8/27/21*

DEPARTMENT OF THE ARMY PERMIT

Permittee Maine Department of Transportation, 16 State House Station, Augusta, Maine 04333-0016

Permit No. NAE-2021-2324

Issuing Office New England District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Place temporary and permanent fill in order to replace two existing deteriorated Stillwater Avenue bridges. The project will result in approximately 14,015SF of permanent and 15,905SF of temporary stream bed impact.

The work is shown on the enclosed plans titled, "OLD TOWN – STILLWATER BRIDGES in one sheet dated "4/21/2021", STILLWATER AVENUE, OLD TOWN, PENOBSCOT COUNTY in one sheet undated; "OLD TOWN PENOBSCOT COUNTY STILLWATER BRIDGES OVER STILLWATER RIVER, STILLWATER AVENUE" in one sheet dated "5/12/2021"; and "STILLWATER BRIDGES OVER STILLWATER RIVER, OLD TOWN, PENOBSCOT COUNTY" in five sheets dated "5/12/2021".

Project Location:

In the Stillwater River at Old Town, Maine

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on December 31, 2027. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall ensure that a copy of this permit is at the work site (and the project office) authorized by this permit whenever work is being performed, and that all personnel with operational control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit shall be made a part of any and all contracts and sub-contracts for work that affects areas of Corps jurisdiction at the site of the work authorized by this permit. This shall be achieved by including the entire permit in the specifications for work. The term "entire permit" means this permit (including its drawings, plans, appendices and other attachments) and also includes permit modifications.

If the permit is issued after the construction specifications, but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. If the permit is issued after receipt of bids or quotes, the entire permit shall be included in the contract or sub-contract. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

2. The permittee shall complete and return the enclosed [Work Start Notification Form] and [Mitigation Work Start Notification Form] to this office at least two weeks before the anticipated starting date.

3. The permittee shall complete and return the enclosed Compliance Certification Form to this office at least within one month following the completion of the authorized work.

4. Adequate sedimentation and erosion control devices, such as geo-textile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.

5. No additional fill (e.g., access roads, cofferdams) may be placed in waters or wetlands unless specifically authorized by this permit. If temporary fill is used, it shall be disposed of at an upland site and suitably contained to prevent its subsequent erosion into a water of the U.S., and the area shall be restored to its original contours (but not higher) and character upon completion of the project. During use, such temporary fill must be stabilized to prevent erosion or, in the case fill placed in flowing water (rivers or streams), clean washed stone should be used.

6. Except where stated otherwise, reports, drawings, correspondence and any other submittals required by this permit shall be sent to the U.S. Army Corps of Engineers at cenae-r-me@usace.army.mil with the subject line "Permit No. NAE-2021-2324" Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply with the requirements of this permit.

7. All in-water work (e.g., the installation and removal of temporary bridge and cofferdam construction) will be conducted during the work windows outlined in the Formal Endangered Species Act Consultation between the Federal Highway Administration and the U.S. Fish & Wildlife Service dated March 3, 2021. The work windows are designed to minimize effects on the most sensitive life stages of Atlantic salmon.

Permit Special Conditions Resulting From Formal Endangered Species Act Consultation Between the Federal Highway Administration (FHWA) and the U.S. Fish & Wildlife Service (USFWS) (Reference USFWS Biological Opinion (BO) dated "March 3, 2021")

1. The Maine DOT will hold a pre-construction meeting for appropriate Environmental Office staff from the Maine DOT, other Maine DOT staff, and the Maine DOT construction crew or contractor(s) to review all procedures and requirements for avoiding and lessening effects to Atlantic salmon and to ensure the protection of Atlantic salmon and its critical habitat. The Corps, the FHWA, and the Service will be provided an invitation to attend this meeting as well.

2. The Contractor will be required to submit a Soil Erosion and Water Pollution Control Plan (SEWPCP) for review and approval by the Maine DOT staff prior to the start of work. The plan includes the review of the implementation of any AMMs proposed.

3. As a component of the Soil Erosion and Water Pollution Control Plan (SEWPCP) for each project, the Maine DOT or their contractor will develop and implement a Spill Prevention Control and Countermeasure Plan (SPCCP) designed to avoid any stream impacts from hazardous chemicals associated with construction activities, such as diesel fuel, oil, lubricants, and other hazardous materials. All refueling or other construction equipment maintenance will be done at a location consistent with SPCCP and in a manner that avoids chemical or other hazardous materials getting into the stream. These measures include the following:

- a. All vehicle and equipment refueling activities shall occur more than 100 feet (30.5 meters) from any water source.
- b. All vehicles carrying fuel shall have specific equipment and materials needed to contain or clean up any incidental spills at the project site. Equipment and materials would include spill kits appropriately sized for specific quantities of fuel, shovels, absorbent pads, straw bales, containment structures and liners, and/or booms.

- c. During use, all pumps and generators shall have appropriate spill containment structures and/or absorbent pads in place.
 - d. All equipment used for in-stream work shall be cleaned of external oil, grease, dirt, and mud. Any leaks or accumulations of these materials would be corrected before entering streams or areas that drain directly to streams or wetlands.
4. The Maine DOT will implement their BMPs in accordance with the Maine DOT: Best Management Practices for Erosion and Sedimentation Control (Maine DOT 2008). This BMP manual outlines means and methods to prevent sedimentation into streams from construction activities or storm events. This document is included by reference. These BMP measures include many filtering and sedimentation control techniques designed to dissipate water discharge energy (flow), filtering out sediments, and allowing particulate matter to settle out from suspension to the greatest extent practicable.
5. Vegetation clearing adjacent to the stream will be minimized to the maximum extent practicable. All areas of disturbed soil will be mulched and seeded with an approved native or noninvasive herbaceous seed mix following construction and/or planted with native woody vegetation and trees appropriate during the first available planting season, except where riprap has been placed.
6. To minimize the spread of noxious weeds into the riparian zone, all off-road equipment and vehicles (operating off of existing open and maintained roads) must be cleaned prior to entering the construction site to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants. All equipment will be inspected prior to off-loading to ensure that they are clean.
7. All in-water work (e.g., the installation and removal of temporary bridge and cofferdam construction) will be conducted during the work windows outlined in Table 1 of the BO. The work windows are designed to minimize effects on the most sensitive life stages of Atlantic salmon:

Table 1. In-water work windows and associated activities.

Activity	Window
Fill placement for temporary bridge	July 1 to March 30
Installation of work trestle	July 1 to March 30
Pier demolition	July 1 to March 30
Pile driving	July 1 to March 30
Cofferdam construction	July 1 to March 30
Work within cofferdam	Any time
Cofferdam removal	Any time
Placement of riprap	Any time
Temporary fill removal	Any time
Temporary structure removal	Any time

- 8. Construction of temporary approaches and abutments will be contained within turbidity curtains.
- 9. Fill for temporary approaches will be limited to no more than 25 percent of the width of the river.
- 10. Temporary fill will consist of non-erodible material on top of a geotextile fabric filter layer.
- 11. All areas of temporary waterway or wetland fill will be restored to their original contour and character upon the completion of the project.
- 12. Demolition and debris removal and disposal will comply with Section 202.03 of the Maine Dot's Standard Specifications. The Contractor will contain all demolition debris, including debris from wearing surface removal, saw cut slurry, dust, etc., and will not allow it to discharge to any resource. The Contractor will dispose of debris in accordance with the Maine Solid Waste Law (Title 38 M.R.S.A., Section 1301 et. seq.). The demolition plan, containment, and disposal of demolition debris will be addressed in the Contractor's SEWPCP.
- 13. Temporary bridge piles will be removed with a vibratory hammer.
- 14. Demolition of concrete piers of existing bridge will occur within containment such as turbidity curtains.
- 15. If piles are removed by cutting, they must be cut to one foot below the substrate level. If piles are removed by pulling, the work will be completed using a BMP to minimize turbidity.
- 16. Sheet pile installation and removal will be completed using a vibratory hammer.
- 17. To minimize fish stranding inside the cofferdam when dewatering, the Maine DOT environmental staff or similarly qualified consultants will adhere to the Maine DOT's Fish Check Protocol. Closure of the cofferdam will be delayed if any fish are observed inside. The Maine DOT will contact the Service's Maine Fish and Wildlife Complex at 207/902- 1586 (Patrick Dockens) any time an Atlantic salmon is observed.

18. Any concrete in contact with water must have a pH between 6.0 and 8.5, must be within one pH unit of the background pH level of the stream, and must have a turbidity level no greater than the receiving resource. Disposal or treatment of water not meeting release criteria will be addressed in the SEWPSP. Discharging impounded water to the stream must take place in a manner that does not disturb the stream bottom or cause erosion. The Contractor shall be responsible for monitoring pH with a calibrated meter accurate to 0.1 units. A record of pH measurements shall be kept in the Environmental Field Representative's log. This requirement is applicable to concrete that is placed or spilled (including leakage from forms) as well as indirect contact via tools or equipment.

19. If adult Atlantic salmon are observed within the action area during pile driving, cofferdam construction, or fill or riprap placement in the water; the Maine DOT will follow procedures described in the Maine DOT's Fish Check Protocol to encourage the adult Atlantic salmon to leave the action area.

20. Steel H-pile size is limited to less than 14 inches and steel pipe pile size is limited to less than 30 inches.

21. A vibratory hammer will be used as much as possible for all pile driving activities.

22. Pile driving will occur during the day when fish are less active and Atlantic salmon migrations are minimized.

23. Any use of an impact hammer during pile driving will require the use of passive attenuation measures (changing hammer type, reducing driving duration, reducing force settings) and active measures (cushions and bubble curtains).

24. Hydroacoustic monitoring will be completed for all in-water pile driving with an impact hammer. Preliminary results of monitoring event(s) will be reported to the Service within five business days. Submittal of final data/report will occur within two months.

25. Minimize the adverse effects to and incidental take of Atlantic salmon by employing construction techniques and Atlantic salmon handling methods that avoid or minimize adverse effects to water quality, aquatic and riparian habitats, and all aquatic organisms.

26. Minimize the adverse effects to, and incidental take of Atlantic salmon related to aquatic habitat connectivity and fish passage by ensuring that the project is built as proposed.

27. Ensure the completion of a monitoring, evaluation, and reporting program to monitor project implementation and compliance with conservation and best management practices measures and to confirm that this project has been effective in minimizing incidental take from the FHWA funded and the Corps authorized activity. Efforts to minimize incidental take shall be conducted in accordance with BMPs, conservation measures, and as the action is further described in Section 2 of the BO, and such that the amount of allowable incidental take is not exceeded.

28. Construction impacts shall be confined to the minimum area necessary to complete the project.

29. Fish passage through the project area will be available at all times. The cofferdams or netting will never close off the stream, and flow will continue between the devices on either side of the stream.

30. Movement effects and other effects created from cofferdam use will be minimized by limiting cofferdam placement to the time necessary to complete instream activities, assuring that the cofferdam will be placed in the stream as shown in submitted drawings, and by maintaining a flow channel throughout the instream construction period. The cofferdams will be removed as soon as practicable after the completion of instream construction.

31. All Atlantic salmon mortalities from electrofishing or any other project related activities shall be reported to the Service's Maine Field Office at 207-902-1586 (Patrick Dockens) within 48 hours of occurrence. Any Atlantic salmon death(s) shall be immediately preserved (refrigerate or freeze) for delivery to the Service's office in East Orland, Maine. If the Service is not available, contact the National Marine Fisheries Service in Orono, Maine at 207-866-3755 (Dan Tierney) to arrange for delivery.

32. The Maine DOT Fish Check Protocol will be extended to any actions that lead to fill or riprap placed in the water to review the work area for adult Atlantic salmon before fill or riprap placement activities begin.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- () Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408).
- (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from Natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

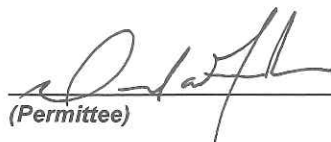
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interested decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(Permittee)

2/14/2022
(Date)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Frank J Del
Giudice

Digitally signed by Frank J Del
Giudice
Date: 2022.02.14 11:10:29
-05'00'

14 FEB 2022

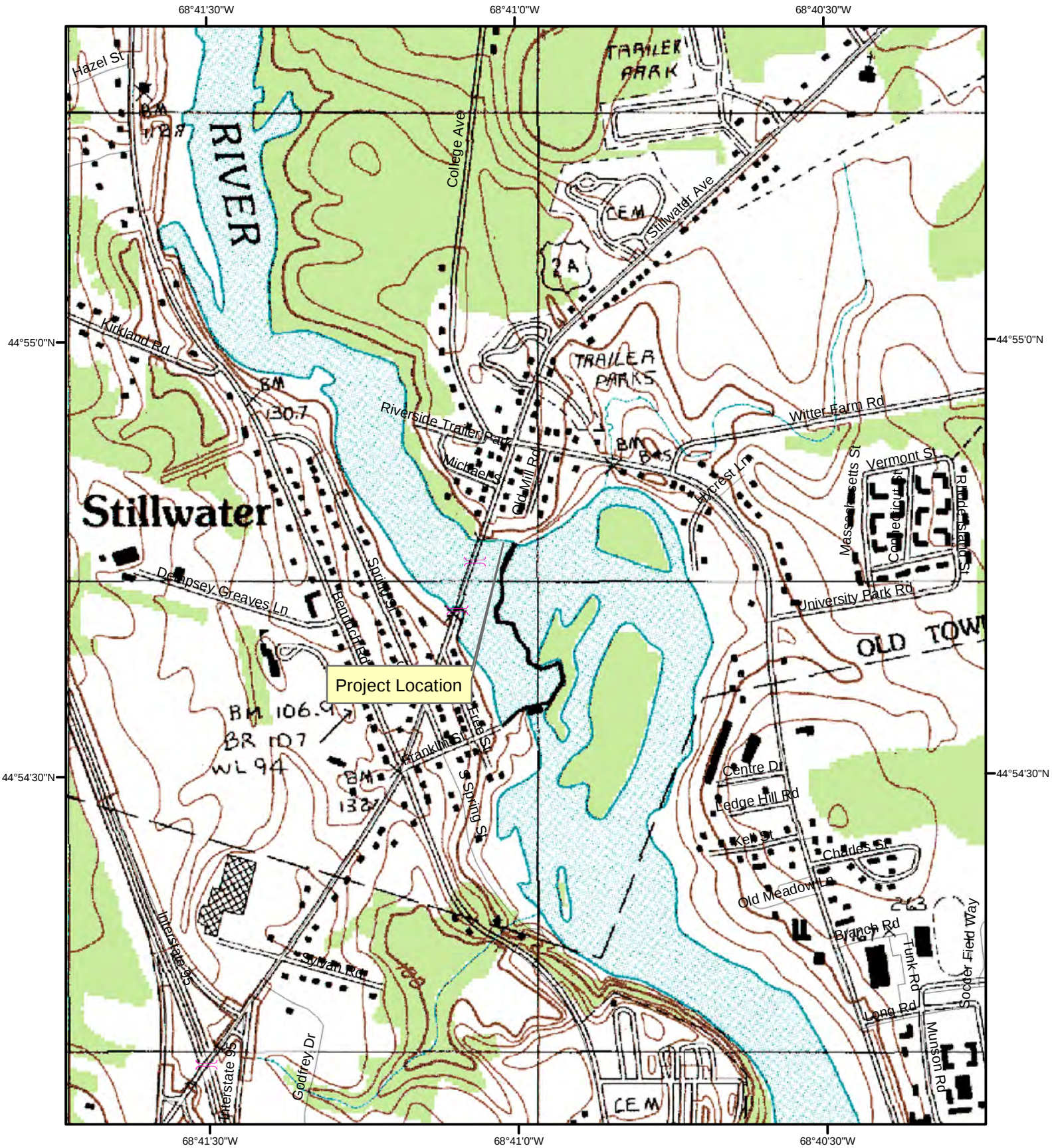
(District Engineer) Frank J. Del Giudice
Chief, Permits & Enforcement Branch
Regulatory Division
For: District Engineer

(Date)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)



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44.91206

0 145 290 580 870 1,160
Feet

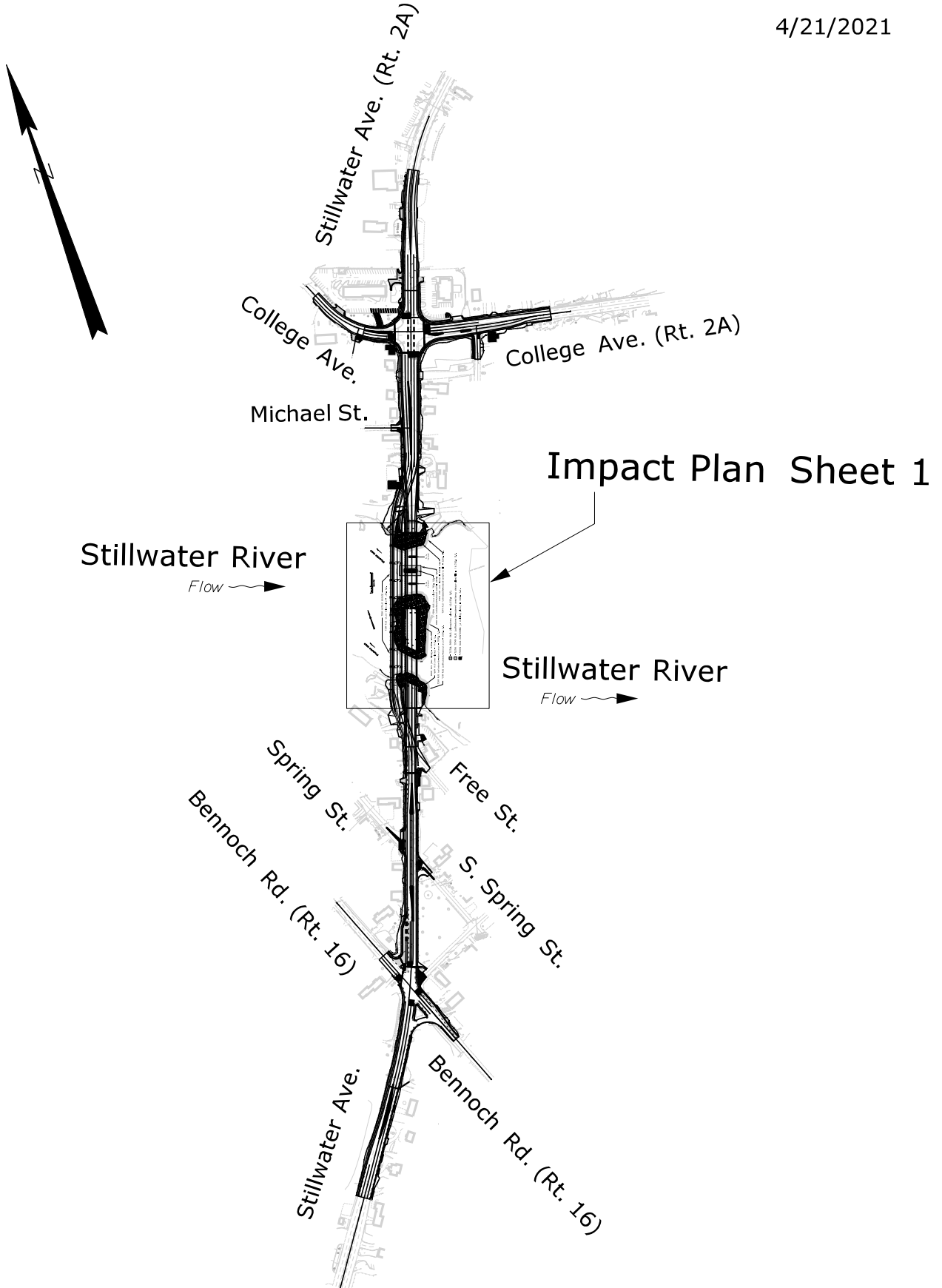
MDOT WIN 202511.00 & 22512.00
Old Town- Stillwater Bridges
bridge improvements

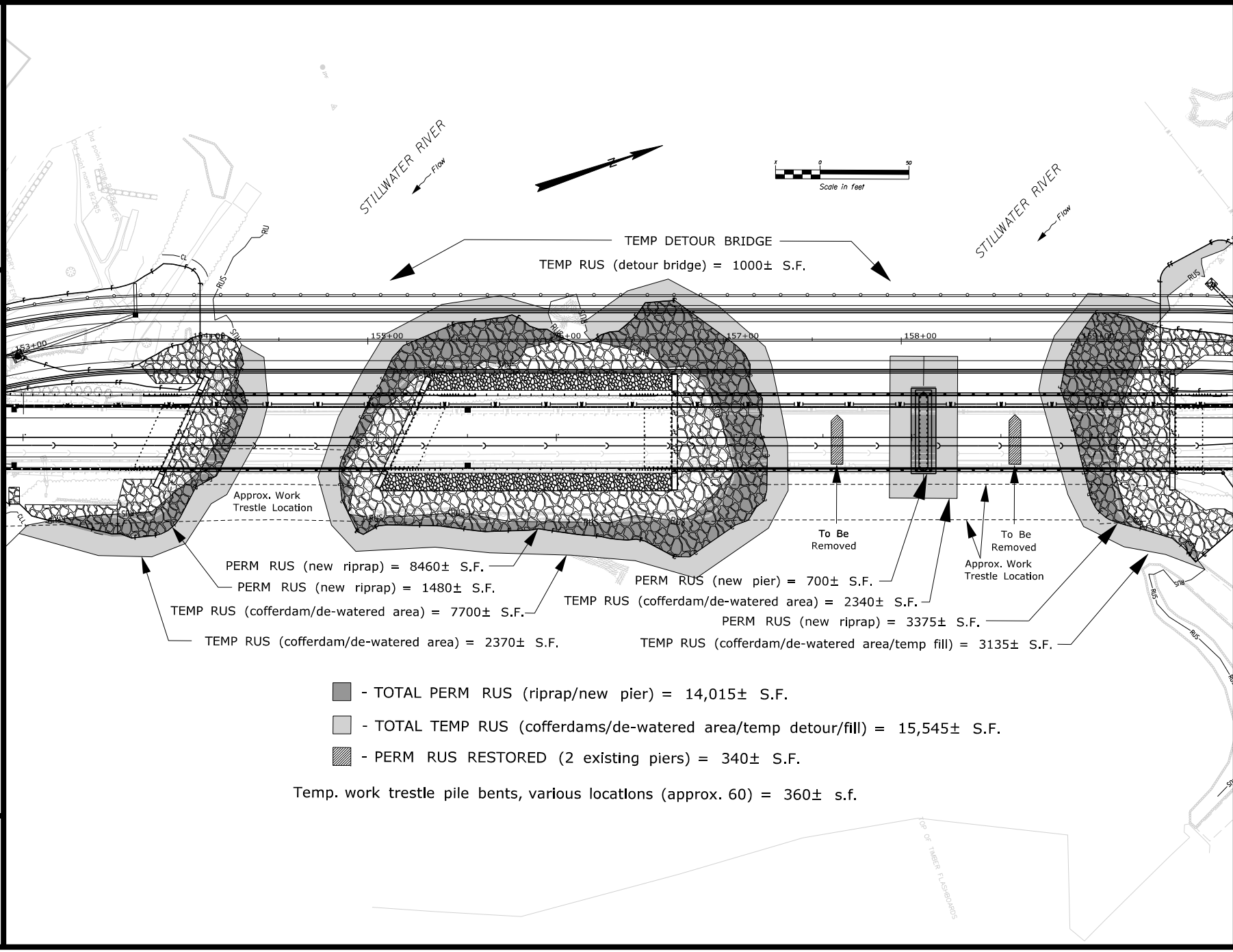


Old Town - Stillwater Bridges

WIN 22511.00 / 22512.00

4/21/2021





Date:5/12/2021

Username: kwentworth

Division: HIGHWAY

Filename: ... \00\BRIDGE\MSTA\001_Title.dgn

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



PLANS PREPARED BY:



500 Southborough Drive, Suite 105B
South Portland, Maine 04106

SPECIFICATIONS

Design: Load and Resistance Factor Design per AASHTO LRFD Bridge Design Specifications, Ninth Edition 2020.

DESIGN LOADING

Live Load HL - 93 Maine Modified for Strength I

TRAFFIC DATA

Current (2023) AADT 16360
Future (2043) AADT 18000
DHV - % of AADT 11%
Design Hour Volume 1907
% Heavy Trucks (AADT) 5%
% Heavy Trucks (DHV) 3%
Directional Distribution (DHV) 51%
18 kip Equivalent P 2.0 339
18 kip Equivalent P 2.5 323
Design Speed (mph) 25
Functional Class Minor Arterial
Highway Corridor Priority 2

HYDROLOGIC DATA

Drainage Area 326 sq mi
Design Discharge (Q50) 43,050 cfs
Check Discharge (Q100) 52,540 cfs
Headwater Elevation (Q1.1) 93.7 ft
Headwater Elevation (Q25) 98.4 ft
Headwater Elevation (Q50) 98.6-98.7 ft
Headwater Elevation (Q100) 100.2-100.3 ft
Discharge Velocity (Q1.1) 5.6-5.9 fps
Discharge Velocity (Q50) 14.3-16.0 fps
Discharge Velocity (Q100) 16.2-17.7 fps

MATERIALS

Concrete:
Curbs, Sidewalks, and Pier Subfooting Class "S"
All Other Class "A"
Reinforcing Steel:
Mild Stainless ASTM A615/A615M, Grade 60
Stainless ASTM A955/A995M, Grade 75
Structural Steel:
All Material (except as noted) ASTM A709, Grade 50 (Metallized)
High Strength Bolts ASTM F3125, Grade A325, Type 3

BASIC DESIGN STRESSES

Class "S" Concrete f 'c = 3000 psi
Class "A" Concrete f 'c = 4000 psi
Mild Reinforcing Steel f y = 60,000 psi
Stainless Reinforcing Steel f y = 75,000 psi

Structural Steel:
ASTM A 709, Grade 50 F y = 50,000 psi
ASTM F 3125, Grade A 325 F u = 120,000 psi

85% SUBMISSION
NOT FOR
CONSTRUCTION
5/12/2021

OLD TOWN
PENOBSCOT COUNTY
STILLWATER BRIDGES
OVER
STILLWATER RIVER
STILLWATER AVENUE

FEDERAL AID PROJECT NO.
STP-02251(100) & STP-02251(200)

PROJECT LENGTH 0.106 mi.
BRIDGE REPLACEMENTS
BRIDGE NO.1 (1472)
&
BRIDGE NO.2 (2806)

PROJECT LOCATION	Bridges are located 0.69 miles north east of I-95 Exit 193 N and Stillwater Ave. Bridge No. 1 Coordinates of Latitude 44°54'41.50"N Longitude 68°41'5.70"W Bridge No. 2 Coordinates of Latitude 44°54'45"N Longitude 68°41'4.0"W
PROGRAM AREA	Bridge Program "Highway Bridges - Traditional"
OUTLINE OF WORK	Bridge Construction: Bridge replacement and related approach work.

Description

Title Sheet 1
Estimated Quantities 2
General Notes 3
General Plan 4
Profile (2 Sheets) 5-6
Interpretive Subsurface Details (Bridge No. 1) (3 Sheets) 7-9
Interpretive Subsurface Details (Bridge No. 2) (3 Sheets) 10-12
Boring Logs (NOT INCLUDED IN SUBMISSION) 13-14
Highway Typical Sections 15
Temporary Bridge Plan (2 Sheets) 16-17

BRIDGE NO. 1
Abutment Typical Section and Notes 18
Pile Details 19
Abutment 1 Plan and Elevation 20
Abutment 1 Reinforcing Elevation 21
Abutment 1 Reinforcing Sections 22
Abutment 2 Plan and Elevation 23
Abutment 2 Reinforcing Elevation 24
Superstructure Sections and Notes 25
Framing Plan & Girder Elevation 26
Structural Steel Details 27
Structural Steel Notes, Camber Diagram, and Tables 28
Deck and Railing Layout Plan 29
Deck Reinforcement Plan and Section 30
Reinforcing Schedule 31

BRIDGE NO. 2
Abutment Typical Section and Notes 32
Pile Details 33
Abutment 1 Plan and Elevation 34
Abutment 1 Reinforcing Elevation 35
Abutment 1 Reinforcing Sections 36
Abutment 2 Plan and Elevation 37
Abutment 2 Reinforcing Elevation 38
Pier Plan, Elevation, and Section 39
Pier Reinforcing Details 40
Pier Bearing Details 41
Superstructure Sections and Notes 42
Framing Plans 43
Structural Steel Details 44
Girder Splice Details (NOT INCLUDED IN SUBMISSION) 45
Structural Steel Notes, Camber Diagram, and Tables 46
Deck and Railing Layout Plan 47
Deck Reinforcement Plan 48
Deck Reinforcement Sections 49
Reinforcing Schedule 50
ROW Plans (NOT INCLUDED IN SUBMISSION) 51

UTILITIES

Emera Maine
Fairpoint Communications
Old Town Water and Sewer District
Spectrum
Maine Fiber

MAINTENANCE OF TRAFFIC

Temporary two-lane bridge with a minimum curb to curb width of 30'-0" on the upstream side of proposed bridges, with temporary 5'-0" sidewalk on west side of temporary bridge.

WIN 022512.00
WIN 022511.00

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

DATE

APPROVED

COMMISSIONER

CHIEF ENGINEER

PRELIMINARY
NOT FOR
CONSTRUCTION
5/12/2021

PROJECT INFORMATION

PROGRAM	BRIDGE
PROJECT MANAGER	MICHAEL WIGHT
DESIGNER	ROBERT BLUNT
CONSULTANT	VHB
PROJECT RESIDENT	
CONTRACTOR	
PROJECT COMPLETION DATE	

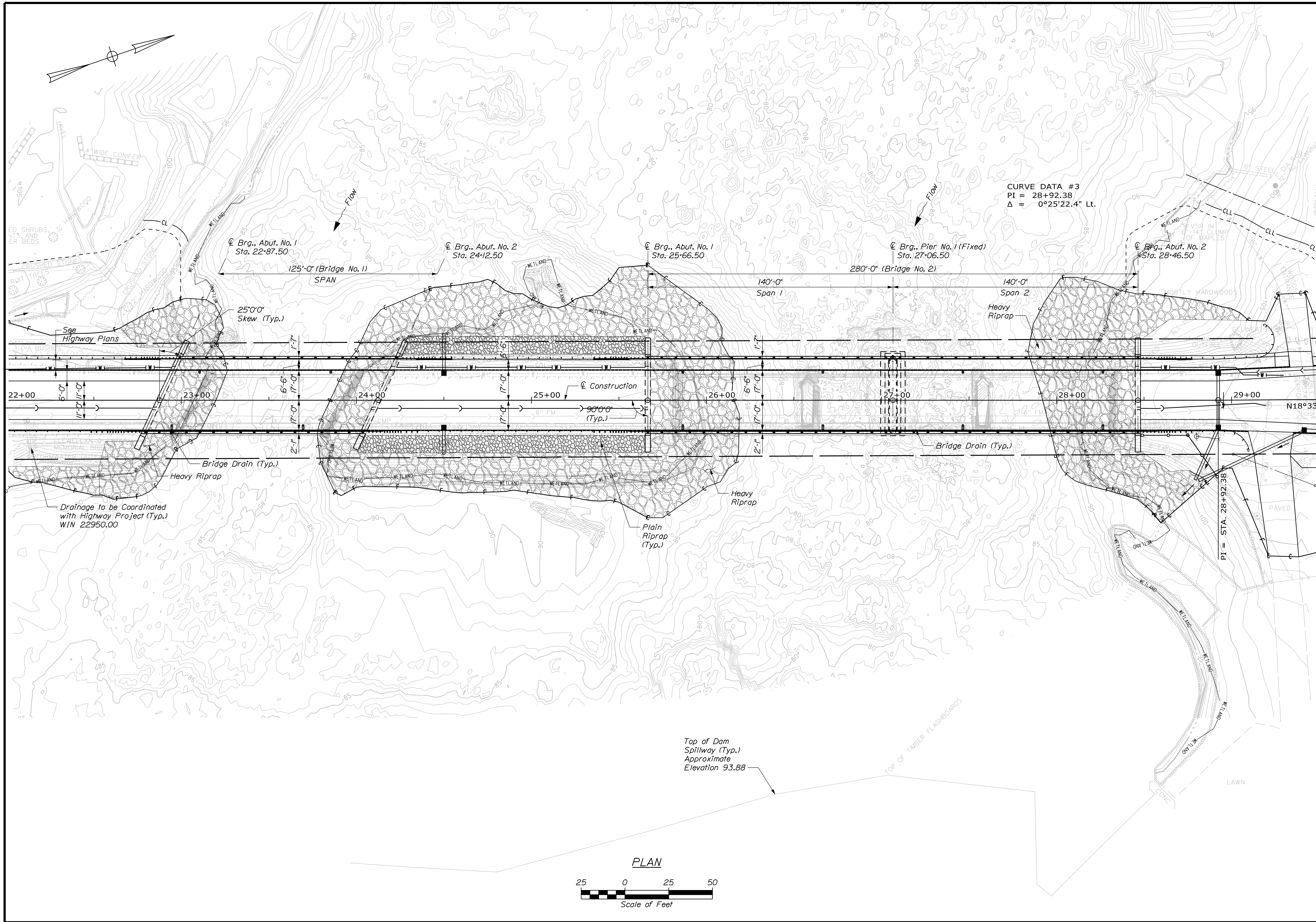
OLD TOWN
STILLWATER BRIDGES

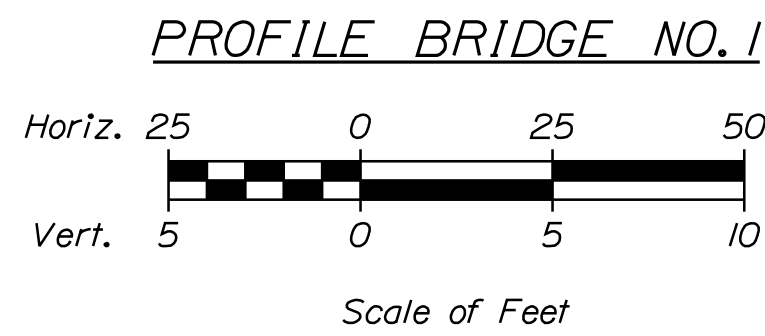
TITLE SHEET

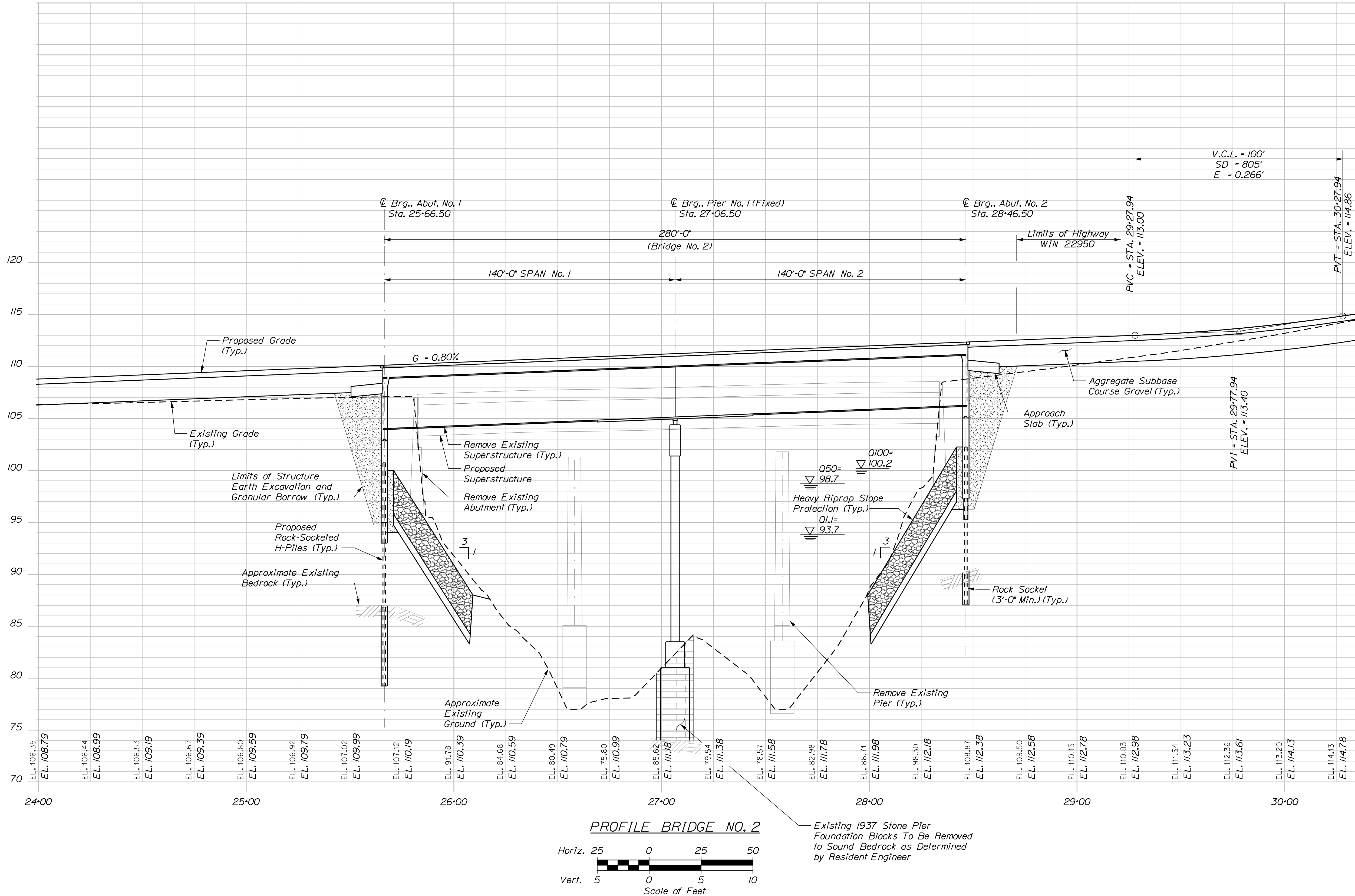
SHEET NUMBER

1

OF 51





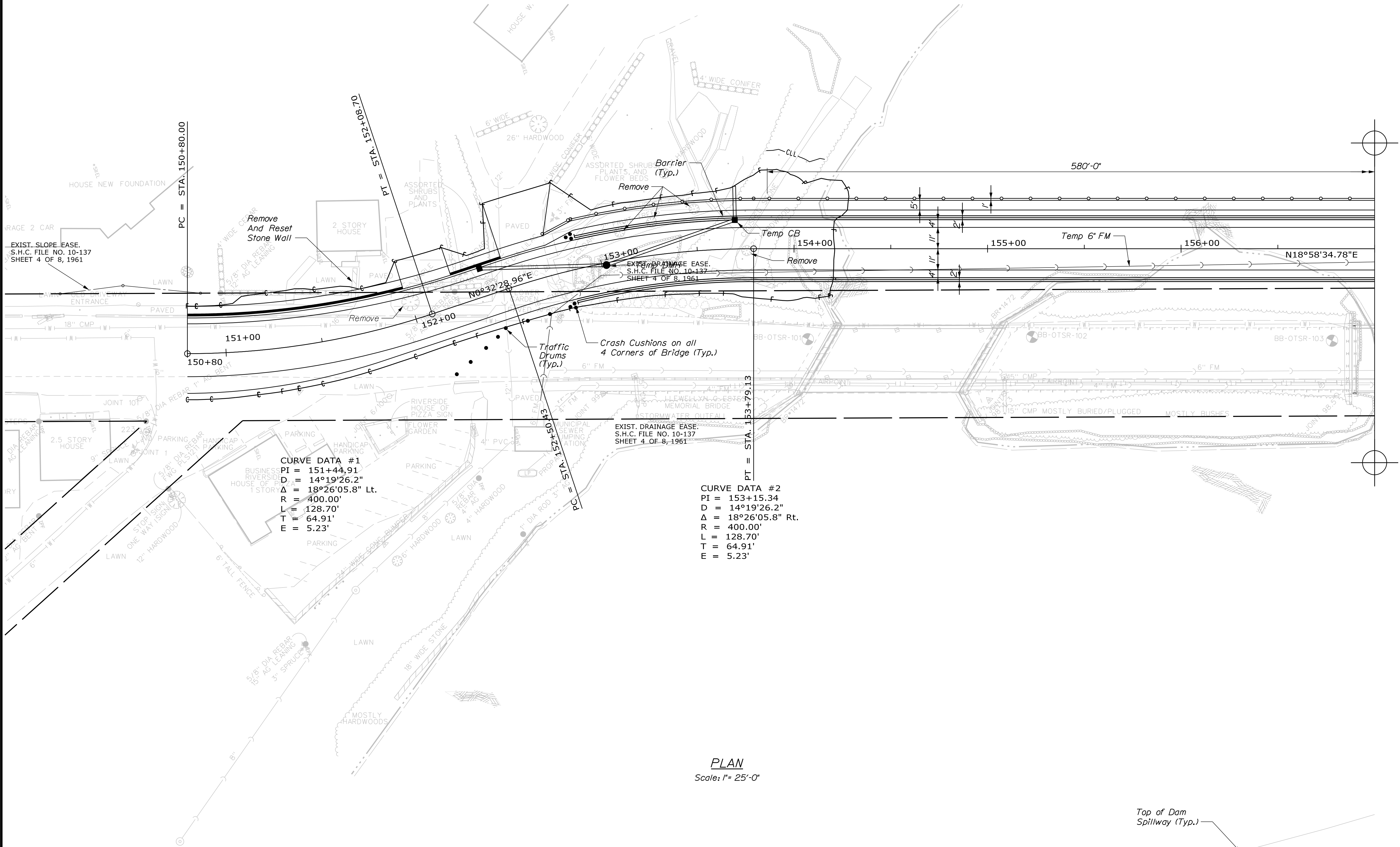


PROJ. MANAGER	MICHAEL WIGHT	BY	DATE
DESIGN-DETAILED	TJ COOK	P. DONOVAN	5/12/21
CHECKED-REVIEWED	CT AYERS	RS BLUNT	5/12/21
DESIGN-DETAILED			
DESIGN-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

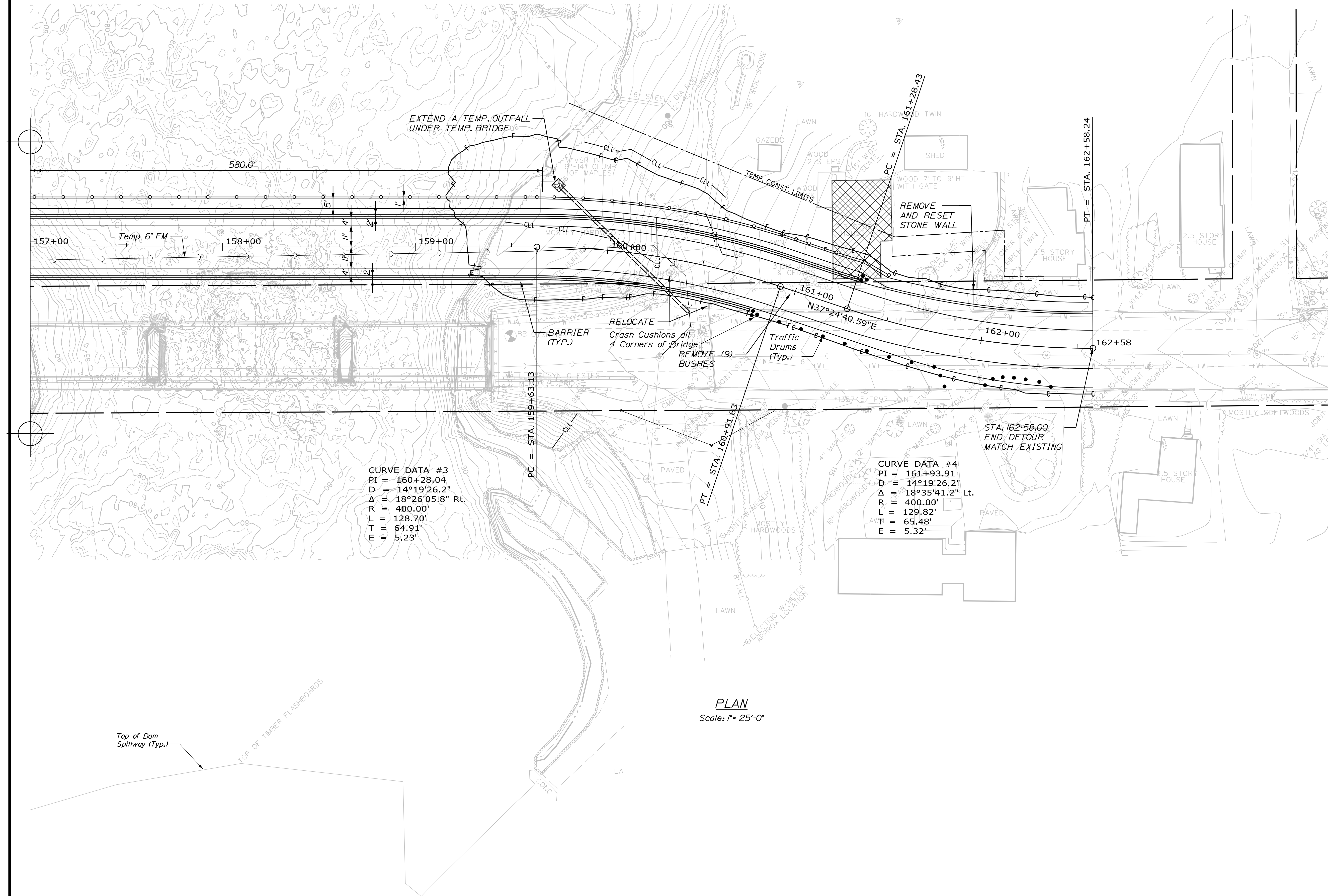
Date:5/12/2021

Division: HIGHWAY

Filename: ... \BRIDGE\MSTA\016_Temp-Brg1.dgn



STATE OF MAINE		DEPARTMENT OF TRANSPORTATION		BRIDGE NO. 1472 BRIDGE NO. 2806		WIN 022512.00 WIN 022511.00		BRIDGE PLANS	
PRELIMINARY		NOT FOR CONSTRUCTION		5/12/2021					
STILLWATER BRIDGES OVER STILLWATER RIVER OLD TOWN PENOBSCOT COUNTY		PROJ. MANAGER MICHAEL WIGHT		BY P. DONOVAN RS. BLUNT		DATE 5/12/21 5/12/21			
TEMPORARY BRIDGE PLAN (1 OF 2)		DESIGNED-DETAILED		CHECKED-REVIEWED		DESIGNED-DETAILED		REVISIONS 1	
								REVISIONS 2	
								REVISIONS 3	
								REVISIONS 4	
SHEET NUMBER									
16									
OF 51									



DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Natural Resources Protection Act - Permit by Rule Standards, Chapter 305)

APPLICANT INFORMATION (Owner)				AGENT INFORMATION (If Applying on Behalf of Owner)			
Name:	MaineDOT			Name:	Andrea Brady, MaineDOT ENV		
Mailing Address:	15 Station House Station			Mailing Address:			
Mailing Address:				Mailing Address:			
Town/State/Zip:	Augusta, ME 04344			Town/State/Zip:			
Daytime Phone #:	(207) 624-3000	Ext:		Daytime Phone #:	(207) 592-0523	Ext:	
Email Address:	Andrea.F.Brady@maine.gov			Email Address:	andrea.f.brady@maine.gov		
PROJECT INFORMATION							
Part of a larger project? (check 1):	☐ Yes ☒ No	After the Fact? (check 1):	☐ Yes ☒ No	Project involves work below mean low water? (check 1):	☐ Yes ☐ No	Name of waterbody:	Stillwater River
Project Town:	Oldtown, ME	Town Email Address:				Map and Lot Number:	
Brief Project Description:	Replacement of 2 structurally deficient bridges with a 125 ft span on Bridge 1 and 2 140-ft spans on Bridge 2. Traffic will be maintained via a 2-lane temp bridge on the upstream side. Temporary work trestle supported by temp pile bents on downstream side						
Project Location & Brief Directions to Site:	Stillwater Bridges #1472 & 2806, carrying Stillwater Avenue over the Stillwater River, located 0.69 miles north east of I-95 Exit 193 N and Stillwater Ave.						

PERMIT BY RULE (PBR) SECTIONS (Check at least one): I am filing notice of my intent to carry out work that meets the requirements for Permit-by-Rule (PBR) under DEP Rules, [Chapter 305](#). I and my agent(s), if any, have read and will comply with all of the standards in the Sections checked below.

- | | | |
|---|---|---|
| ☐ Sec. (2) Act. Adj. to Prot. Natural Res. | ☐ Sec. (9) Utility Crossing | ☐ Sec. (16) Coastal Sand Dune Projects |
| ☐ Sec. (3) Intake Pipes | ☐ Sec. (10) Stream Crossing | ☐ Sec. (17) Transfer/Permit Extension |
| ☐ Sec. (4) Replacement of Structures | ☒ Sec. (11) State Transportation Facilities | ☐ Sec. (18) Maintenance Dredging |
| ☐ Sec. (6) Movement of Rocks or Veg. | ☐ Sec. (12) Restoration of Natural Areas | ☐ Sec. (19) Act. Near SVP Habitat |
| ☐ Sec. (7) Outfall Pipes | ☐ Sec. (13) F&W Creat./Water Qual. Improv. | ☐ Sec. (20) Act. Near Waterfowl/Bird Habitat |
| ☐ Sec. (8) Shoreline Stabilization | ☐ Sec. (15) Public Boat Ramps | |

NOTE: Municipal permits also may be required. Contact your local code enforcement office for information. Federal permits may be required for stream crossings and for projects involving wetland fill. Contact the Army Corps of Engineers at the Maine Project Office for information.

NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS AND FEE

- ☒ **Attach** all required submissions for the PBR Section(s) checked above. The required submissions for each PBR Section are outlined in Chapter 305 and may differ depending on the Section you are submitting under.
- ☒ **Attach** a location map that clearly identifies the site (U.S.G.S. topo map, Maine Atlas & Gazetteer, or similar).
- ☐ **Attach** Proof of Legal Name if applicant is a corporation, LLC, or other legal entity. Provide a copy of Secretary of State's registration information (available at <http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x>). Individuals and municipalities are not required to provide any proof of identity.

FEE: Pay by credit card at the [Payment Portal](#). The Permit-by-Rule fee may be found here <https://www.maine.gov/dep/feeschedule.pdf> and is currently \$256.

- ☐ **Attach** payment confirmation from the Payment Portal when filing this notification form.

Internal Billing-State Agency :
WIN 22511_22512

Signature & Certification:	
- I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. - I understand that this PBR becomes effective 14 calendar days after receipt by the Department of this completed form, the required submissions, and fee, <i>unless the Department approves or denies the PBR prior to that date.</i>	
By signing this Notification Form, I represent that the project meets all applicability requirements and standards in Chapter 305 rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.	
Signature of Agent or Applicant (may be typed):	<i>Andrea F. Brady</i> Date: 8/27/2021

Keep a copy as a record of permit. Email this completed form with attachments to DEP at: DEP.PBRNotification@maine.gov. DEP will send a copy to the Town Office as evidence of DEP's receipt of notification. No further authorization will be issued by DEP after receipt of notice. A PBR is valid for two years, except Section 4, "Replacement of Structures," are valid for three years. **Work carried out in violation of the Natural Resources Protection Act or any provision in Chapter 305 is subject to enforcement.**

Just A. Cull

Accepted 9/12/2021

11. State transportation facilities

A. Applicability

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation (MaineDOT) or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.
- (2) This section does not apply to an activity within a coastal sand dune system.

NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

B. Standards

- (1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.
- (2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife and the Department of Marine Resources, as applicable. The applicant must coordinate with the reviewing agencies and incorporate any recommendations from those agencies into the performance of the activity.
- (3) All construction activities undertaken must be detailed in a site-specific Soil Erosion and Water Pollution Control Plan and conducted in accordance with MaineDOT's Best Management Practices for Erosion and Sediment Control, dated January 2000, and Standard Specifications, dated December 2002.
- (4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.
- (5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.
- (6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.
- (7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland and Waterbodies Protection Rules, if the activity alters less than 15,000 square feet of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:
 - (a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or

(b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or

(c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(A), 9(B) and 9(C).

- (8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must coordinate with the reviewing agencies listed in paragraph 2 above to improve fish passage and incorporate any recommendations from those agencies into the performance of the activity.

NOTE: For guidance on meeting the design objectives for fish passage, including peak flow, maximum velocity, mining depth and gradient, see the MaineDOT Waterbody and Wildlife Crossing Policy and Design Guide (July 2008), developed in conjunction with state and federal resource and regulatory agencies.

- (9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.
- (10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, the applicant must isolate the work area from the resource and divert stream flows around the work area, maintaining downstream flows while work is in progress.
- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom. If avoiding the operation of wheeled or tracked equipment in the water is not possible, the applicant must explain the need to operate in the water. Approval from the DEP to operate in the water must be in writing, and any recommendations from the DEP must be incorporated into the performance of the activity.
- (12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.
- (13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Erosion and sediment control best management practices must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 *et seq.*
- (14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above.
- (15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

- (16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.
- (17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.
- (18) Non-native species may not be planted in restored areas.
- (19) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 *et seq.*
- (20) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.
- (21) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

C. Definitions. The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) Diversion. The rerouting of a river, stream or brook around a construction site and then back to the downstream channel.
- (2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.
- (3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.
- (4) Riprap. Heavy, irregularly shaped rocks that are fit into place, without mortar, on a slope as defined in the MaineDOT Standard Specifications, dated **November 2014**.

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

Work within stream (“In Stream Work,” see MaineDOT Standard Specifications 101.2 Definitions) requires special conditions to minimize impacts. The following special conditions shall apply to this project:

I. In-Water Work is allowed for specific activities as follows:

Activity	In-Water Work Window
Temporary fill placement for temporary bridge	July 1 to March 30
Installation of work trestle	July 1 to March 30
Pier demolition	July 1 to March 30
Pile driving	July 1 to March 30
Cofferdam construction	July 1 to March 30
Work within cofferdam	Any time
Cofferdam removal	Any time
Permanent placement of riprap (no excavation)	Any time
Temporary fill removal	Any time
Temporary structure removal	Any time

II. In-Water work window applies to the following water bodies at the following station #'s:

1. Stillwater River at proposed bridge replacement project

III. Additional Requirements for In-Water Pile Driving

1. Piles driven by impact hammer may not exceed the following pile sizes:
 - i. Pipe pile: 30 inch
 - ii. Steel H-pile: 14-inch
2. The contractor shall contact Eric Ham of MaineDOT Environmental Office (207-215-7356) at least two weeks prior to pile driving with an impact hammer to coordinate monitoring for presence of Atlantic Salmon during pile driving activities.
3. The MaineDOT will implement its **Fish Check Protocol (appended to this Special Provision)** to review the work area for adult Atlantic salmon before pile driving activities begin.
4. The contractor shall use a vibratory hammer for all pile driving activities as much as practicable.
5. Pile driving shall occur during the day
6. Any use of an impact hammer during pile driving shall require the use of passive attenuation measures (changing hammer type, reducing driving duration, reducing force settings) and active measures (cushions and bubble curtains).
7. The contractor shall employ a bubble curtain for all in-water impact pile driving. The bubble curtain shall meet the design specifications and performance requirements in the attached **Bubble Curtain Specification (appended to this Special Provision)**. The contractor shall complete a performance test of the bubble curtain prior to any impact pile driving. The performance test shall confirm the calculated pressures and flow rates at each manifold ring.
8. **Hydroacoustic monitoring for impact pile driving shall be completed as follows for at least two piles:**
 - i. **Largest pile driven in-water (in at least two feet of water)**
 - ii. **A minimum of three hydrophones must be used, located approximately 33, 66, and 100 feet from the in-water sound producing activity.**
9. The Contractor shall retain the services of a qualified person or firm to prepare and implement a hydroacoustic monitoring plan following the attached “**Underwater Noise Monitoring Plan**” template (appended to this Special Provision). The Contractor shall provide MaineDOT a completed draft

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hydroacoustic monitoring plan at least 45 days prior to implementation for review. **No in-stream noise-generating activities may commence until MaineDOT has approved the monitoring protocol.**

10. The Contractor shall provide Hydroacoustic monitoring data to the Department. A preliminary data report shall be submitted within 5 business days of pile driving activity. A final summary report of all of the data must be submitted within 2 months of completion of in-water construction.
11. The contractor shall be responsible for implementing noise monitoring and noise attenuation as described above. Payment shall be made as a lump sum under Pay Item 501.237.

IV. Special Conditions:

1. Special Conditions of Army Corps of Engineers (ACOE) Individual Permit apply (see permit and other conditions in this SP 105).
2. Special Conditions of Formal Endangered Species Act (Section 7) Consultation with U.S. Fish and Wildlife Service for Atlantic Salmon apply (summarized in this Special Provision 105 and ACOE permit).
3. Special Conditions of Formal Endangered Species Act (Section 7) Consultation with U.S. Fish and Wildlife Service for Northern Long-Eared Bat apply (summarized in this Special Provision 105).
4. The Contractor shall hold a pre-construction meeting with appropriate MaineDOT Environmental Office staff, other MaineDOT staff, and the Contractor(s) to review all procedures and requirements for avoiding and minimizing effects to Atlantic salmon (ATS) and Northern Long-Eared Bat. The following individuals/agencies shall be invited: ACOE (Richard Kristoff, Richard.C.Kristoff@usace.army.mil); FHWA (Rachel LeVee, Rachel.leeve@dot.gov; Gary Scholze, gary.scholze@dot.gov) U.S. Fish and Wildlife Service (Patrick Dockens, patrick_dockens@fws.gov; Nicole Pauley, nicole_pauley@fws.gov).
5. Construction of temporary approaches and abutments will be contained within turbidity curtains.
6. The Contractor shall contact Eric Ham of MaineDOT Environmental Office (207-215-7356, eric.ham@maine.gov) at least two weeks prior to installation of cofferdams to coordinate fish evacuation.
 - a. To minimize fish stranding inside the cofferdam when dewatering, the MaineDOT environmental staff or similarly qualified consultants will inspect the cofferdams after completion and before a seal placement for presence of adult Atlantic salmon. If adult Atlantic salmon are observed during active construction, all activities will cease and the MaineDOT environmental staff or similarly qualified consultants will immediately contact the Service's Maine Fish and Wildlife Complex 207/469-7300.
7. Sheet pile installation and removal shall be completed using a vibratory hammer.
8. All in-water excavation shall be completed in a cofferdam.
9. Fill for temporary approaches will be limited to no more than 25 percent of the width of the river.
10. Temporary fill will consist of non-erodible material on top of a geotextile fabric filter layer.
11. All areas of temporary stream or wetland fill must be within the specified limits on the plans and shall be restored to their original contour and character upon completion of the project. Temporary fill includes fill that received authorization and fill that mistakenly enters a resource (i.e., from slope failures, accidental broken sandbag cofferdams, miscellaneous construction materials, etc.)
12. Demolition and debris removal and disposal will comply with Section 202.03 of the MaineDOT's Standard Specifications. The Contractor will contain all demolition debris, including debris from wearing surface removal, saw cut slurry, dust, etc., and will not allow it to discharge to any resource. The Contractor will dispose of debris in accordance with the Maine Solid Waste Law (Title 38 M.R.S.A., Section 1301 et. seq.). The demolition plan, containment, and disposal of demolition debris will be addressed in the Contractor's Soil Erosion and Water Pollution Control Plan (SEWPCP).
13. Demolition of concrete piers of existing bridge will occur within containment such as turbidity curtains.
14. Temporary bridge piles will be removed with a vibratory hammer.
15. If piles are removed by cutting, they must be cut to one foot below the substrate level. If piles are removed by pulling, the work will be completed using a BMP to minimize turbidity.
16. Any concrete that has been in contact with water must have a pH between 6.0 and 8.5, must be within one pH unit of the background pH level of the stream, and must have a turbidity level no greater than the receiving resource. Disposal or treatment of water not meeting release criteria will be addressed in the SEWPCP. Discharging impounded water to the stream must take place in a manner that does not disturb the stream bottom or cause erosion. The Contractor shall be responsible for monitoring pH with a calibrated

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meter accurate to 0.1 units. A record of pH measurements shall be kept in the Environmental Field Representative's log.

17. The Contractor shall conduct all construction activities in accordance with the MEDOT-approved SEWPCP.
18. No equipment, materials, or machinery shall be stored, cleaned, fueled, or repaired within any wetland or stream resource. These activities shall occur more than 100 feet from any wetland or stream resource and shall follow the specifications of the SEWPCP.
19. All pumps and generators required for in-stream work shall be cleaned of external oil, grease, dirt, and mud such that turbid water does not drain to any wetland or stream. Any leaks of this equipment shall be fixed prior to entering streams or areas that drain directly to streams or wetlands. Operation shall follow the specifications of the SEWPCP.
20. The contractor shall minimize vegetation clearing and soil disturbance adjacent to the river to the maximum extent practicable. Areas of disturbed soil adjacent to the waterways will be stabilized and re-vegetated with a seed mix appropriate for riparian areas in Maine.
21. All off-road equipment working within 25-feet of a stream (RUS) shall be cleaned to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants prior to entering the area to minimize the spread of noxious weeds. All equipment shall be inspected prior to offloading to ensure they are clean.
22. The contractor shall fully remove all cofferdams from the stream immediately following completion of in-stream work using techniques to minimize turbidity releases.
23. To minimize the spread of noxious weeds into the riparian zone, all off-road equipment and vehicles (operating off of existing open and maintained roads) shall be cleaned prior to entering the construction site to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants. All equipment shall be inspected prior to off-loading to ensure that they are clean.
24. The contractor and MaineDOT must adhere to the following special conditions (Conservation Measures and Terms & Conditions specified in the Northern Long-Eared Bat BO). If any conservation measures cannot be implemented or require modification, MaineDOT will contact the USFWS for further discussion before proceeding.
 - a. During the preconstruction meeting, MaineDOT will notify contractors and construction staff of conservation measures and ensure compliance with these measures.
 - b. The Contractor shall report any sick, injured, and/or dead bats (regardless of species) located in the project action area during construction, operations, maintenance, or monitoring activities immediately to the MaineDOT Resident and/or Environmental Staff, who will report to the USFWS Maine Ecological Services Field Office (Nicole Pauley; nicole_pauley@fws.gov, (207) 272-2883).
 - c. Injured bats must be cared for by a licensed veterinarian or other qualified persons. Dead individuals must be sealed in a resealable plastic bag containing a paper with the date and time when the animal was found, the location where it was found, and the name of the person who found it, and the bag containing the specimen frozen in a freezer located in a secure site, until instructions are received from the Service regarding the disposition of the dead specimen.

V. Approvals:

1. Temporary Soil Erosion and Water Pollution Control Plan
2. Permitted Resource Impacts (square feet), see ACOE permit for locations:

Stream:

Permanent RUS: 14,015

Temporary RUS: 15,905

Wetland: None

VI. All activities are prohibited (including placement and removal of cofferdams unless otherwise permitted by Regulatory Agencies) below the normal high water mark if outside the prescribed in-water work window (see Section I), except for the following:

1. Work within a cofferdam constructed according to MaineDOT's Standard Specifications and in adherence with the contractors approved "Soil Erosion and Water Pollution Control Plan".

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VI. No work is allowed that completely blocks a river, stream, or brook without providing downstream flow.

NOTE: Regulatory Review and Approval is required to modify the existing In-Water work window. Requests for work window extensions must be submitted to the MaineDOT Environmental Office. Approval of requests for work window extensions is not guaranteed and may result in delays in construction schedule that are the sole responsibility of the contractor.

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SPECIAL PROVISION 105 - ATTACHMENTS:

FISH CHECK PROTOCOL

BUBBLE CURTAIN SPECIFICATION

UNDERWATER NOISE MONITORING PLAN (TEMPLATE)

FISH CHECK PROTOCOL

1. Contractor shall supply MaineDOT with a boat and a driver to survey the bridge area for the presence of Atlantic salmon. The boat should be safe for the driver and two staff members from MaineDOT to be aboard.
2. MaineDOT will provide a sonar device to search for fish with the appropriate power.
3. The team will search 250 feet around the planned activity for 15 minutes prior to being able to begin. The activities that require a search are as follows:
 - a. Pile driving with an impact hammer
 - b. Removal of old pier elements
 - c. Closure of sheetpile cofferdam
4. Searches will take place prior to each of the activities listed above. If there is a 4-hour lapse because any of the noise producing events, the search must be completed again prior to the event.
5. In the event that an Atlantic salmon is found in the work area, MaineDOT staff will immediately contact USFWS. The contractor will then be asked to undertake activities to scare the Atlantic salmon out of the work site by using tactics such as running a vibratory hammer attached to a pile or completing other activities that could startle a fish but not result in injury.

Appendix I—Bubble Curtain Specification

These specifications are verbatim from National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS), Western Washington Fish and Wildlife Office Impact Pile Driving Sound Attenuation Specification

Unconfined Bubble Curtain Specifications:

1. General - An unconfined bubble curtain is composed of an air compressor(s), supply lines to deliver the air, distribution manifolds or headers, perforated aeration pipe, and a frame. The frame facilitates transport and placement of the system, keeps the aeration pipes stable, and provides ballast to counteract the buoyancy of the aeration pipes in operation.
2. The aeration pipe system shall consist of multiple layers of perforated pipe rings, stacked vertically in accordance with the following:

Water Depth (m)	No. of Layers
0 to less than 5	2
5 to less than 10	4
10 to less than 15	7
15 to less than 20	10
20 to less than 25	13

3. The pipes in all layers shall be arranged in a geometric pattern which shall allow for the pile being driven to be completely enclosed by bubbles for the full depth of the water column and with a radial dimension such that the rings are no more than 0.5 meters from the outside surface of the pile.
4. The lowest layer of perforated aeration pipe shall be designed to ensure contact with the substrate without burial and shall accommodate sloped conditions.
5. Air holes shall be 1.6 mm (1/16-inch) in diameter and shall be spaced approximately 20 mm (3/4 inch) apart. Air holes with this size and spacing shall be placed in four adjacent rows along the pipe to provide uniform bubble flux.
6. The system shall provide a bubble flux of 3.0 cubic meters per minute per linear meter of pipe in each layer (32.91 cubic feet per minute per linear foot of pipe in each layer). The total volume of air per layer is the product of the bubble flux and the circumference of the ring:

$$V_t = 3.0 \text{ m}^3/\text{min}/\text{m} * \text{Circum of the aeration ring in m}$$

or

$$V_t = 32.91 \text{ ft}^3/\text{min}/\text{ft} * \text{Circum of the aeration ring in ft}$$

7. Meters shall be provided as follows:

- a. Pressure meters shall be installed at all inlets to aeration pipelines and at points of lowest pressure in each branch of the aeration pipeline.
- b. Flow meters shall be installed in the main line at each compressor and at each branch of the aeration pipelines at each inlet. In applications where the feed line from the compressor is continuous from the compressor to the aeration pipe inlet the flow meter at the compressor can be eliminated.
- c. Flow meters shall be installed according to the manufactures recommendation based on either laminar flow or non-laminar flow.

Confined Bubble Curtain Specifications:

1. General - A confined bubble curtain is composed of an air compressor(s), supply lines to deliver the air, distribution manifolds or headers, perforated aeration pipe(s), and a means of confining the bubbles.
 - a. The confinement (e.g. fabric, plastic or metal sleeve, or equivalent) shall extend from the substrate to a sufficient elevation above the maximum water level expected during pile installation such that when the air delivery system is adjusted properly, the bubble curtain does not act as a water pump (i.e., little or no water should be pumped out of the top of the confinement system).
 - b. The confinement shall contain resilient pile guides that prevent the pile and the confinement from coming into contact with each other and do not transmit vibrations to the confinement sleeve and into the water column (e.g. rubber spacers, air filled cushions).
2. In water less than 15 meters deep, the system shall have a single aeration ring at the substrate level. In waters greater than 15 meters deep, the system shall have at least two rings, one at the substrate level and the other at mid-depth.
3. The lowest layer of perforated aeration pipe shall be designed to ensure contact with the substrate without sinking into the substrate and shall accommodate for sloped conditions.
4. Air holes shall be 1.6 mm (1/16-inch) in diameter and shall be spaced approximately 20 mm (3/4 inch) apart. Air holes with this size and spacing shall be placed in four adjacent rows along the pipe to provide uniform bubble flux.
8. The system shall provide a bubble flux of 3.0 cubic meters per minute per linear meter of pipe in each layer (32.91 cubic feet per minute per linear foot of pipe in each layer). The total volume of air per layer is the product of the bubble flux and the circumference of the ring:

$$V_t = 3.0 \text{ m}^3/\text{min}/\text{m} * \text{Circ of the aeration ring in m}$$

or

$$V_t = 32.91 \text{ ft}^3/\text{min}/\text{ft} * \text{Circ of the aeration ring in ft}$$

5. Meters shall be provided as follows:
 - a. Pressure meters shall be installed at all inlets to aeration pipelines and at points of lowest pressure in each branch of the aeration pipeline.
 - b. Flow meters shall be installed in the main line at each compressor and at each branch of the aeration pipelines at each inlet. In applications where the feed line from the compressor is continuous from the compressor to the aeration pipe inlet the flow meter at the compressor can be eliminated.
 - c. Flow meters shall be installed according to the manufactures recommendation based on either laminar flow or non-laminar flow.

UNDERWATER NOISE MONITORING PLAN

*****TEMPLATE*****

Replace underlined blue italic text with project information.

Blue italic text is guidance.

Plain, black text is template language.

All blue italic text should be replaced or omitted for final production.

Prepared by:

Name and full contact information

Signature Block

Date

INTRODUCTION *(This section will be project specific)*

The full agency name proposes to detailed project description. See vicinity map (Figure 1).

Figure 1. Vicinity map of name project.

PROJECT AREA *(This section will be project specific)*

Describe the location of the project, including all water bodies that are affected. Identify the USGS hydrologic unit, both the name and code, where the project is located. Include detailed maps and figures, when available, relative to environmental features that influence monitoring (e.g., geology, bathymetry, etc.).

PERMIT/ESA CONDITIONS *(This section will be project specific and is applicable only when the ESA consultation is complete or Federal/State/local permits have been issued. Each agency should modify this section to reflect the various types of permit/ESA conditions that they see.)*

Summarize the Federal/State/local permit conditions and the ESA requirements that relate to the underwater noise. Permit conditions include monitoring requirements, timing restrictions, etc. The ESA requirements are found in the Incidental Take Statement and Terms and Conditions sections of the biological opinion. These requirements vary between biological opinions, but can include monitoring requirements, timing restrictions, limits on cumulative sound exposure level (cSEL) at a given distance, description of the area where the thresholds must not be exceeded, the allowable number of piles driven per day, the allowable number of pile strikes per day, or a limit on the single strike SEL.

PILE INSTALLATION LOCATION *(This section will be project specific)*

Figure 2 indicates the location of the provide location of the structure(s) in need of pile driving. There will be a total of XX piles driven as part of the name structure(s).

Figure 2. Location of name structure(s) where pile driving activity will take place. *This information must be in enough detail to allow the reader to assess the monitoring locations.*

PILE INSTALLATION

Impact Pile Driving for Fish Consultations

Provide pile installation information. For example:

Hydroacoustic monitoring will be conducted for X piles struck with an impact hammer. Piles chosen to be monitored are driven in water depths that are representative of mid-channel or typical water depths at the project location where piles will be driven.

The number of piles to be monitored will depend on a variety of factors – some projects may require that all piles be monitored, while others may require a representative sample of piles be monitored. If a sample of piles is to be monitored, provide the considerations taken and the rationale used in choosing a representative number of piles, such as, bathymetry, total number of piles to be driven, substrate type, depth of water, distance from shore, river, or stream bank, and any other considerations, as appropriate. When monitoring a subset, a minimum of 5 piles should be monitored. Additional monitoring to produce a representative sample may be warranted when projects are driving a large number of piles, driving multiple piles of varying diameters in differing substrates, driving different types of piles, or driving piles in widely differing depths.

Hydroacoustic monitoring of type of pile with impact driving will include:

- Monitoring *X piles, out of a total of Y piles driven for the project.*
- Testing sound attenuation system effectiveness.

Figure 3 indicates the location of the piles to be monitored and the approximate hydrophone locations for each pile being monitored. All hydrophones will be placed at least 1 m (3.3 feet) below the surface. *If only one hydrophone at one distance is to be used it is acceptable for the hydrophone to be placed 10 meters from the pile at midwater depth. If hydrophones will be placed at more than one distance from the pile and used to calculate transmission loss over distance, water depth should be at least 4m (13 ft) and it is suggested that the additional hydrophone nearest the pile be placed at least 3H from the pile where H is the water depth at the pile and at 0.7 to 0.85H depth from the surface. In waters less than 4m (13 ft) deep, a single hydrophone at midwater depth is sufficient¹.* Hydrophones will be located *X* meters from each pile with a clear acoustic line-of-sight between the pile and the hydrophone. *Additional distances measured concurrently are desirable, if possible, to estimate the site specific range to the threshold boundary. Include any additional distances or depths where hydrophones will be located. If airborne noise monitoring is required, the primary measurement microphone shall be placed 50 feet (e.g. 15 meters) from the pile at least 6 feet above the ground or water, and shall have an unobstructed view of the length of the pile.*

¹ Some projects may need or require more than one hydrophone to collect real time measurements at multiple locations or multiple distances. In these situations multiple hydrophones can be placed at midwater depths.

Figure 3. Location of the piles that will be monitored on the [name structure\(s\)](#).

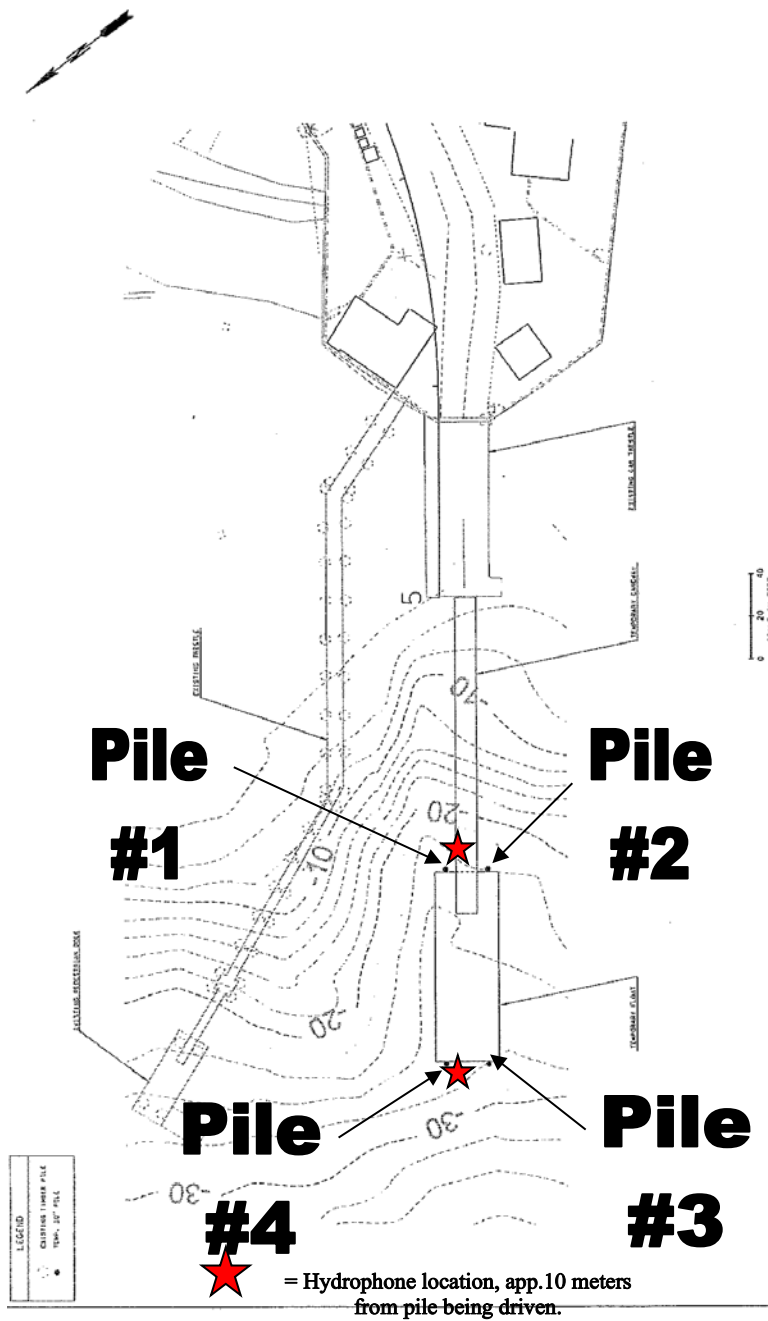


Table 1 lists the [name structure\(s\)](#) to be installed, the water depth, and the number and size of piles that will be installed.

Table 1
Depth, Number Piles to be Monitored

Structure	Water Depth	Structural Components Installed
Name structure	X feet to X feet	X - XX-inch diameter type of pile

CONTRACTOR REQUIREMENTS

The contractor will submit a detailed description of their qualifications, which must include a minimum of a bachelor's degree in a related field² and 3 years' experience in noise monitoring and analysis, and monitoring plan based on this template for approval by [\[INSERT AGENCY NAME\]](#). A list of the contractors' proposed sound level monitoring equipment shall be included along with specifications and a description of the purpose. The measurement range in terms of amplitude (in dB referenced to one micropascal (re: 1 uPa)), sensitivity and frequency shall be stated. A minimum frequency range of 20 Hz to 20 kHz and a minimum sampling rate of 48,000 Hz will be used when monitoring. Sampling rates higher than 48 kHz are preferred. Table 2 describes the minimum requirements of the equipment to be used. In addition to the equipment selection, quality control/quality assurance procedures should be described (e.g., how will system responses be verified and how will data be managed).

Table 2.

Equipment for underwater sound monitoring (hydrophone, signal amplifier, and calibrator). All have current National Institute of Standards and Technology (NIST) traceable calibration. *This table is intended as a guideline and exact specifications can be adjusted to meet the needs of the individual project or contractors' equipment.*

Item	Specifications	Minimum Quantity	Usage
Hydrophone	Receiving Sensitivity- -211dB re 1V/μPa	1	Capture underwater sound pressures near the source and convert to voltages that can be recorded/analyzed by other equipment.
Hydrophone	Receiving Sensitivity – -200dB re 1/μPa	1	Capture underwater sound pressures for background levels and convert to voltages that can be recorded/analyzed by other equipment.

² This can include Institute of Noise Control Engineering of the USA (INCE/USA) certification or related fields such as acoustics, physics, oceanography, geology or other physical sciences that have required coursework in physics.

<u>Signal Conditioning Amplifier</u>	<u>Amplifier Gain-</u> <u>0.1 mV/pC to 10 V/pC</u> <u>Transducer Sensitivity Range-</u> <u>10-12 to 103 C/MU</u>	<u>1</u>	<u>Adjust signals from hydrophone to levels compatible with recording equipment.</u>
<u>Calibrator (pistonphone-type)</u>	<u>Accuracy-</u> <u>IEC 942 (1988) Class 1</u>	<u>1</u>	<u>Calibration check of hydrophone in the field.</u>
<u>Digital Signal Analyzer</u>	<u>Sampling Rate-</u> <u>48kHz or greater</u>	<u>1</u>	<u>Analyzes and transfers digital data to laptop hard drive.</u>
<u>Microphone (free field type)</u>	<u>Range- 30 – 120 dBA</u> <u>Sensitivity-</u> <u>-29 dB ± 3 dB (0 dB = 1 V/Pa)</u> <u>Wind Screen</u>	<u>1</u>	<u>Monitoring airborne sounds from pile driving activities (if not raining).</u>
<u>If water velocity ~> 1m/s, Flow shield</u>	<u>Open cell foam cover or functional equivalent</u>	<u>1/hydrophone</u>	<u>Eliminate flow noise contamination.</u>
<u>Laptop computer</u> <u>or</u> <u>Digital Audio Recorder</u>	<u>Compatible with digital signal analyzer</u>	<u>1</u>	<u>Record digital data on hard drive or digital tape.</u>
<u>Real Time and Post-analysis software</u>	<u>=</u>	<u>1</u>	<u>Monitor real-time signal and post-analysis of sound signals.</u>

To facilitate further analysis of data full bandwidth, time-series underwater signal shall be recorded as a text file (.txt) or wave file (.wav) or similar format. Recorded data shall not use data compression algorithms or technologies (e.g. MP3, compressed .wav, etc.).

METHODOLOGY

Impact Pile Driving for Fish Consultations (and listed US FWS, diving sea bird, if relevant)

Underwater background sound level measurements are optional, however, if desired then the NMFS (2012a) guidance should be followed.

If one hydrophone at one distance is to be used it is acceptable for the hydrophone to be placed 10 meters from the pile and at midwater depth. If hydrophones will be placed at more than one distance from the pile it is suggested that the hydrophone nearest the pile be placed at least 3H from the pile where H is the water depth at the pile and 0.7 to 0.85H depth from the surface. The hydrophone(s) will be placed at X meters depth at a distance of X meters from each pile being monitored, in waters of X meters depth. If water velocity is 1 meter/second or greater, 1-3 meters off the bottom may be recommended for near field hydrophones and greater than 5 meters from the surface may be recommended for any far field hydrophones. A weighted tape measure will be used to determine the depth of the water. The hydrophone(s) will be attached to a nylon cord, a steel chain, or other proven anti-strum features if the current is swift enough to cause strumming of the line. The nylon cord or chain will be attached to an anchor that will keep the line the appropriate distance from each pile. The nylon cord or chain will be attached to a float or tied

to a static line at the surface. The distances will be measured by a tape measure, where possible, or a range-finder. The acoustic path (line of sight) between the pile and the hydrophone(s) should be unobstructed in all cases.

When collecting sound measurements in an area with currents (i.e., in rivers or tidally influenced areas), appropriate measures will be taken, when necessary, to ensure that the flow-induced noise at the hydrophone will not interfere with the recording and analysis of the relevant sounds (NMFS, 2012a). As a general rule, current speeds of 1.5 meters/second or greater are expected to generate significant flow-induced noise, which may interfere with the detection and analysis of low-level sounds such as the sounds from a distant pile driver or background sounds. If such measures are necessary, include a description of those measures. For example:

If it becomes necessary to reduce the flow-induced noise at the hydrophone, a flow shield will be described and installed around the hydrophone to provide a barrier between the irregular, turbulent flow and the hydrophone. If no flow shield is used in these situations, the current velocity will be measured and a correlation between the levels of the relevant sounds (background or pile driving) and current speed will be made to determine whether the data is valid and can be included in the analysis.

The hydrophone calibration(s) will be checked at the beginning of each day of monitoring activity. *The method of calibration and calibration equipment used will be described.* NIST traceable calibration forms shall be provided for all relevant monitoring equipment. Prior to the initiation of pile driving, the hydrophone will be placed at the appropriate distance and depth as described above.

The onsite inspector/contractor will inform the acoustics specialist when pile driving is about to start to ensure that the monitoring equipment is operational. Underwater sound levels will be continuously monitored during the entire duration of each pile being driven with a minimum one-third octave band frequency resolution. The wideband instantaneous absolute peak pressure and Sound Exposure Level (SEL) values of each strike, and daily cumulative SEL should be monitored in real time during construction to ensure that the project does not exceed its authorized take level. Peak and rms pressures will be reported in dB (re:1 μ Pa). SEL will be reported in dB (re: 1 μ Pa²·sec). Wideband time series recording is strongly recommended during all impact pile driving.

Prior to, and during, the pile driving activity, environmental data will be gathered, such as water depth and tidal level, wave height, and other factors that could contribute to influencing the underwater sound levels (e.g. aircraft, boats, etc.). Start and stop time of each pile driving event and the time at which the bubble curtain or functional equivalent³ is turned on and off will be logged.

The contractor or agency will provide the following information, in writing, to the contractor conducting the hydroacoustic monitoring for inclusion in the final monitoring report: a description of the substrate composition, approximate depth of significant substrate layers, hammer model and size, pile cap or cushion type, hammer energy settings and any changes to those settings during the piles being monitored, depth pile driven, blows per foot for the piles monitored, and total number of strikes to drive each pile that is monitored.

Sound Attenuation Monitoring

All monitored piles may be tested with the sound attenuation system on and off (or presence and absence) to test its effectiveness⁴. To account for varying resistance as the pile is driven; the sound attenuation device will be turned off

³ A functional equivalent must function as well as or better than the attenuation device that was proposed during consultation or required by the ESA consultation or applicable permits. It must achieve the same or better sound level reductions that were used in the calculations during ESA consultation or the permitting process.

⁴ Note: There may be circumstances where the U.S. Fish and Wildlife Service determines that unattenuated pile driving (striking the pile with the bubble curtain turned off) would pose a significant risk of injury to species. In those situations, the Service may request that unattenuated pile driving does not occur and that hydroacoustic monitoring be conducted to determine the extent at which certain thresholds are met instead. This will need to be determined on a case by case basis for projects that may affect listed species.

for *(describe schedule for turning on and off)* periods during the beginning, the middle third, and near the end of the drive. After turning off the attenuation system, pile driving should not resume for at least 2 minutes to allow time for air bubbles to completely disperse. *For piles that require less than 5 minutes to drive, pile driving should occur for only two periods with the bubbles off, one near the beginning and once near the end of the drive.*

SIGNAL PROCESSING

Impact Pile Driving for Fish Consultations (and any US FWS listed, diving sea bird)

Post-analysis of the underwater pile driving sounds will include:

- Number of pile strikes per pile and per day.
- For each recorded strike (or each strike from a subset), determine the following:
 - The peak pressure, defined as the maximum absolute value of the instantaneous pressure (overpressure or underpressure).
 - The root mean squared sound pressure across 90% of the strikes energy (RMS_{90%}).
 - Sound exposure level, measured across 90% of the accumulated sound energy (SEL_{90%}). Calculation methodology is provided in Appendix A.
- Maximum, mean, and range of the peak pressure, with, and if applicable, without attenuation.
- Maximum, mean, range, and Cumulative Distribution Function (CDF) of the RMS_{90%}, both with and if applicable, without attenuation where the CDF is used to report the percentage of RMS_{90%} values above the thresholds.
- Maximum, mean, and range of the SEL_{90%}, both with and if applicable, without attenuation.
- Cumulative SEL (cSEL) across all of the pile strikes. If SEL was calculated for all strikes, cSEL is estimated as indicated in Appendix A. If SEL was calculated for a subset of strikes, cSEL is estimated as follows: $cSEL = SEL_{mean} + 10 \cdot \log(\text{total \# strikes})$.
- Where surrogate piles are monitored to represent a larger project, an estimate of the cSEL during a typical day of construction driving must be reported by summing the SEL over the expected number of pile strikes in a typical day for the larger project: $cSEL = SEL_{mean} + 10 \cdot \log(\#strikes)$. The SEL_{mean} used in this calculation must correspond with the actual sound attenuation measures that will be used during construction of the larger project.
- A frequency spectrum both with and, *if applicable*, without attenuation, between a minimum of 20 and 20 kHz for up to eight successive strikes with similar sound levels.

If airborne noise monitoring is required, both A-weighted and unweighted measurements will be acquired. Broadband back-to-back RMS L_{max} (peak) and L_{eq} (average) 5-minute measurements will be made over the duration of pile driving. L_{max} measurements should be taken with a portable analyzer set for “fast” response (125 msec). For at least one full pile sequence of each pile size and substrate type, frequency spectrum measurements (L_{max} and L_{eq}) using a minimum resolution of one-third octave bands shall be taken to show the spectral content of the impact pile. If measuring background sound levels in the absence of construction is not possible, then report the L_{95} statistic.

ANALYSIS

Impact Pile Driving for Fish Consultations

Analysis of the data from the San Francisco-Oakland Bay Bridge Pile Installation Demonstration project (PIDP) indicated that 90 percent of the acoustic energy for most pile driving impulses occurred over a 50 to 100 millisecond period with most of the energy concentrated in the first 30 to 50 milliseconds (Illingworth and Rodkin, 2001). The RMS values computed for this project will be computed over the duration between where 5% and 95% of the energy of the pulse occurs. The SEL energy plot will assist in interpretation of the single strike waveform. The single strike

SEL associated with the highest absolute peak strike along with the total number of strikes per pile and per day will be used to calculate the cumulative SEL for each pile and each 24-hour period.

In addition a waveform analysis of the individual absolute peak pile strikes will be performed to determine any changes to the waveform with the [name type of noise attenuation device](#). A comparison of the frequency content with and without noise attenuation will be conducted. Units of underwater sound pressure levels will be dB (re:1 μPa) and units of SEL will be re:1 $\mu\text{Pa}^2\cdot\text{sec}$.

REPORTING

If sound attenuation devices are used during the monitoring, include the following text and analysis:

An analysis of the change in the waveform and sound levels with and without the [name type of noise attenuation device for impact driving](#) operating will be conducted.

Preliminary results for the daily monitoring activities, if required, will be submitted/reported to the primary point of contact⁵ at each of the Services within [X hours](#) after monitoring concludes for the day. In addition a final draft report including data collected and summarized from all monitoring locations will be submitted to the Services within 90 days of the completion of hydroacoustic monitoring. The results will be summarized in graphical form and include summary statistics and time histories of impact sound values for each pile. A final report will be prepared and submitted to the Services within 30 days following receipt of comments on the draft report from the Services. The report shall include:

1. Size and type of piles.
2. A detailed description of the [name type of noise attenuation device](#), including design specifications (*if applicable*).
3. The impact hammer energy rating used to drive the piles, make and model of the hammer.
4. A description of the sound monitoring equipment.
5. The distance between hydrophone(s) or microphone(s) and pile.
6. The depth of the hydrophone(s) and depth of water at hydrophone locations.
7. The distance from the pile to the water's edge.
8. The depth of water in which the pile was driven.
9. The depth into the substrate that the pile was driven.
10. The physical characteristics of the bottom substrate into which the piles were driven.
11. The total number of strikes to drive each pile and for all piles driven during a 24-hour period.
12. The underwater wideband background sound pressure level reported as the 50% CDF (*if applicable*).
13. The results of the hydroacoustic monitoring, as described under Signal Processing. An example table is provided in Appendix C for reporting the results of the monitoring.
14. The distance at which peak, cSEL, and rms values exceed the respective threshold values.
15. A description of any observable fish, marine mammal, or bird behavior in the immediate area will and, if possible, correlation to underwater sound levels occurring at that time.
16. *If airborne noise monitoring is required, broadband A-weighted and unweighted maximum, minimum, and average L_{max} and L_{eq} levels shall be tabulated for every pile. For each pile size and substrate type*

⁵ The primary point of contact is the biologist that conducted the Section 7 consultation for the Service(s). In the event that the consulting biologist is not available, communication regarding monitoring results and reports should be addressed to the manager of the consultation branch or division with a reference to the consultation title.

frequency spectra (one-third octave minimum frequency resolution) charts will be included to show the frequency content of L_{max} and L_{eq} signatures. The frequency content of airborne noise background levels shall also be shown. Background sound levels or L_{95} surrogate for background sound shall be reported.

REFERENCES

- Illingworth and Rodkin, Inc. 2001. Noise and Vibration Measurements Associated with the Pile Installation Demonstration Project for the San Francisco-Oakland Bay Bridge East Span, Final Data Report, Task Order 2, Contract No. 43A0063.
- NMFS, 2012a. Guidance Document: Data Collection Methods to Characterize Underwater Background Sound Relevant to Marine Mammals in Coastal Nearshore Waters and Rivers of Washington and Oregon. Memorandum: NMFS Northwest Fisheries Science Center – Conservation Biology Division and Northwest Regional Office – Protected Resources Division, January 31, 2012.
- NMFS, 2012b. Guidance Document: Data Collection Methods to Characterize Impact and Vibratory Pile Driving Source Levels Relevant to Marine Mammals. Memorandum: NMFS Northwest Fisheries Science Center – Conservation Biology Division and Northwest Regional Office – Protected Resources Division, January 31, 2012.
- NMFS, 2012c. Guidance Document: Sound Propagation Modeling to Characterize Pile Driving Sounds Relevant to Marine Mammals. Memorandum: NMFS Northwest Fisheries Science Center – Conservation Biology Division and Northwest Regional Office – Protected Resources Division, January 31, 2012.
- Southall, B.L., A.E. Bowles, W.T. Ellison, J.J. Finneran, R.L. Gentry, C.R. Greene, D. Kastak, D.R. Ketten, J.H. Miller, P.E. Nachtigall, W.J. Richardson, J.A. Thomas, and P.L. Tyack. 2007. Marine Mammal Noise Exposure Criteria: Initial Scientific Recommendations. *Aquatic Mammals* 33(4): 411-521.

APPENDIX A

Calculation of Cumulative SEL

An estimation of individual SEL values can be calculated for each pile strike by calculating the following integral, where T is T₉₀, the period containing 90% of the cumulative energy of the pulse (eq. 1).

$$SEL = 10 \log \left(\int_0^T \frac{p^2(t)}{p_0^2} dt \right) \quad dB \quad (\text{eq. 1})$$

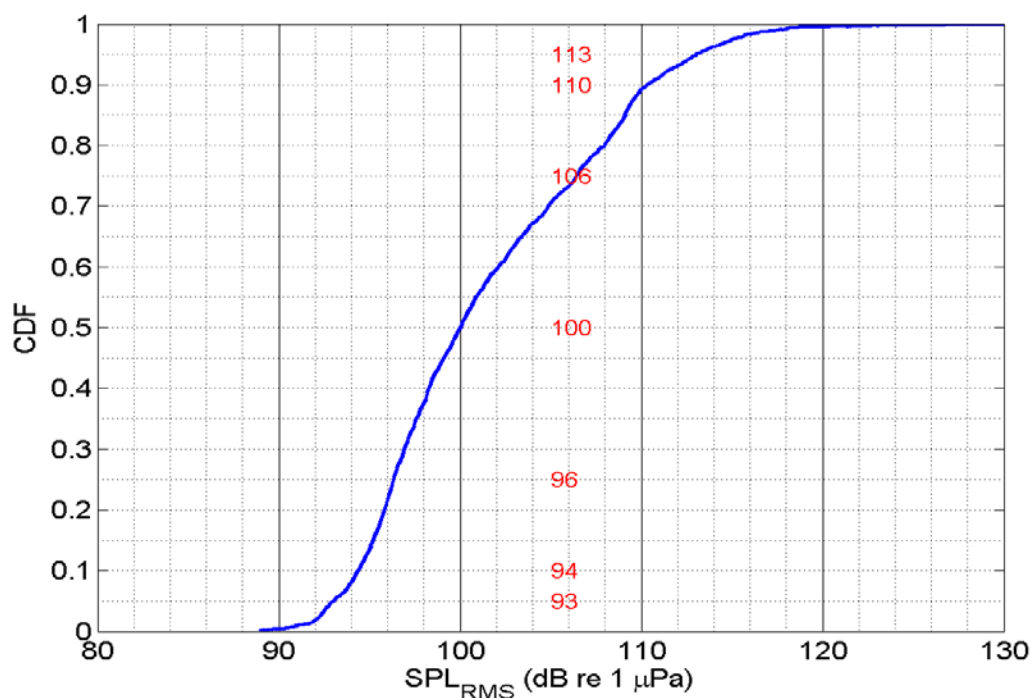
Calculating a cumulative SEL from individual SEL values cannot be accomplished simply by adding each SEL decibel level arithmetically. Because these values are logarithms they must first be converted to antilogs and then accumulated. Note, first, that if the single strike SEL is very close to a constant value (within 1 dB), then cumulative SEL = single strike SEL + 10 times log base 10 of the number of strikes N, i.e, 10Log₁₀(N). However if the single strike SEL varies over the sequence of strikes, then a linear sum of the energies for all the different strikes needs to be computed. This is done as follows: divide each SEL decibel level by 10 and then take the antilog. This will convert the decibels to linear units (or uPa²•s). Next compute the sum of the linear units and convert this sum back into dB by taking 10Log₁₀ of the value. This will be the cumulative SEL for all of the pile strikes.

APPENDIX B

Calculation of a Cumulative Distribution Function and Plot for Background Sound Level Analysis

Data from three full 24-hour underwater measurement cycles (minimum) are used to calculate a 30-second Root Mean Square (RMS) value for each 30-second period for the entire dataset. The RMS should be calculated for both the full frequency range recorded as well as a separate dataset which has been passed through a high pass filter thus eliminating those frequencies below 1000 Hz. These datasets are then grouped into 24-hour periods. To determine if the data is approximately log-normal in distribution, each 24-hour period is plotted as a Probability Density Function (PDF). Each 24-hour period can be plotted on the same PDF plot. The plots should be approximately log normal in distribution and thus can be used in the further analysis. Each day of data should have an approximately Gaussian sigmoid shape, the differences between them and the ideal might be hard to spot, but the sigmoid from day to day will show noticeable variation. Data which does not approximate a log normal distribution should be excluded from further analysis.

The Cumulative Distribution Function (CDF) plot is obtained by plotting the normalized cumulative sum vs. the bin location. You can also get the PDF from plotting the normalized bin count vs. the bin location. The normalized bin count is obtained by dividing the count column by (number of data points multiplied by the space between 2 consecutive bins). This provides the integral of the PDF equal to 1. For instructions on creating a histogram in Microsoft Excel, see: <http://www.vertex42.com/ExcelArticles/mc/Histogram.html>



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Date: 12/7/2021

APPENDIX C

Table 1. Example table for required information for reporting the results of hydroacoustic monitoring of pile driving.

[illegible]

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

Management and Disposal: Dredge Material (See MaineDOT Standard Specifications § 101.2 Definitions) is regulated as a Special Waste.

In accordance with CMR 418, 500-cubic yards or less of Dredge Material Beneficially Used in the area(s) adjacent to and draining into the dredged water body is exempt from Beneficial Use Permits. Work associated with the Stillwater Bridge (#2806) replacement initiative will require the excavation of select Dredge Material from the Stillwater River. It is anticipated that approximately 16-cubic yards of dredge will be excavated. There may be onsite Beneficial Use for a portion of this Dredge Material, as directed by the Resident; the remaining Dredge Material shall be disposed of at an appropriately licensed facility.

The Contractor shall dispose of project Dredge Material that is not Beneficially Used at the site of generation, at a facility licensed by the Maine Department of Environmental Protection (MDEP) for the management of Special Waste. The Contractor shall be responsible for making all necessary arrangements for dewatering and proper management of the Dredge Material, including any laboratory testing, in accordance with the facility's license. The Contractor shall provide documentation to the Resident demonstrating that Dredge Material was managed as specified. Submitted documentation shall consist of truck manifests, waybills, or related documentation acceptable to the Resident, and shall clearly document the management site location and quantity of Dredge Material.

It is acknowledged that excavation of Dredge for this work may include some boulders. The MDEP has determined that sound boulders (rock 12-inches or more in diameter), that are free of adhering sediment or other contaminants, shall be deemed as Inert Fill material and shall not be included in Dredge Material Quantities.

Method of Measurement: Excavation of Dredge material will be measured for payment under related Contract Items.

Basis of Payment: The accepted quantity of Dredge Material properly disposed of, as Special Waste, will be paid for at the contract unit price bid for Disposal of Special Waste.

Payment shall be full compensation for dewatering, testing, stockpiling, loading, managing, transporting, disposal, and all associated fees.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
203.2318	Disposal of Special Waste	Ton