

Materials

PRECAST REINFORCED CONCRETE BOX

19114.00

SEBAGO

2013

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. the completed Acknowledgement of Bid Amendments form
 - c. the completed Schedule of Items in Appendix A
 - d. two (2) copies of the completed and signed Contract to Purchase Supplies, Materials and/or Equipment for a Specific Project form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening

3. For security and other reasons, all Bid Packages which are mailed or delivered, 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

Title:

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

Title:

Town:

Date of Bid Opening:

Name of Contractor:

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

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.
5. 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 Specification, Revision of December 2002.

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 planholders 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 provide an email address to Diane Barnes or David Venner at 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 Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism 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.

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>

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

Corporation – Company - Association - Estate - (circle one)

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

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Reinforced Concrete Box** in the town of **SEBAGO**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on May 8, 2013 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Reinforced Concrete Box

Location: Delivered to MaineDOT Project Site, located in Sebago, on Route 107, 0.07 miles northerly of Convene Road.

Outline of Work: Furnish and deliver Reinforced Concrete Box and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

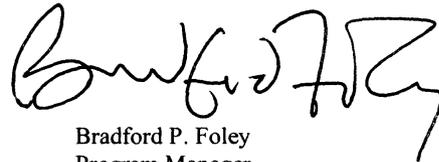
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
April 17, 2013



Bradford P. Foley
Program Manager
Highway Program

**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)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and _____ ("Contractor"), a corporation or other legal entity organized under the laws of the State of _____ with its principal place of business located at _____, and a mailing address of _____ and a telephone number as follows: _____.

The Vendor Customer Number of the Contractor is _____.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as **Precast Concrete Box Culvert with Wing Walls**, more specifically described in Appendix A for use in MaineDOT Project **19114.00 Sebago, Route 107, Strut Replacement** (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials in accordance with the requirements Appendix A. This Contract expires on December 15, 2013.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

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 Appendix B are accurate as of the date of this Contract.
2. 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.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

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

Dated: _____ **CONTRACTOR**

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$ _____ under the terms and conditions set forth above.

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and _____ ("Contractor"), a corporation or other legal entity organized under the laws of the State of _____ with its principal place of business located at _____, and a mailing address of _____ and a telephone number as follows: _____.

The Vendor Customer Number of the Contractor is _____.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as **Precast Concrete Box Culvert with Wing Walls**, more specifically described in Appendix A for use in MaineDOT Project **19114.00 Sebago, Route 107, Strut Replacement** (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials in accordance with the requirements Appendix A. This Contract expires on December 15, 2013.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

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 Appendix B are accurate as of the date of this Contract.
2. 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.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

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

Dated: _____ **CONTRACTOR**

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$ _____ under the terms and conditions set forth above.

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and CONTRACTOR ABC INC ("Contractor"), a corporation or other legal entity organized under the laws of the State of MAINE with its principal place of business located at ABC STREET, ABC, Maine 00000, and a mailing address of ABC STREET, ABC, MAINE and a telephone number as follows: 207-999-9999.

The Vendor Customer Number of the Contractor is VC9999999999.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as SOMETHING, more specifically described in Appendix A for use in MaineDOT Project No. 99999.00 SOME TOWN, (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials on or before SOME DAY, 20XX. This Contract expires on DECEMBER 31, 20XX.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

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 Appendix B are accurate as of the date of this Contract.
2. 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.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

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

Dated: (Date Here)

CONTRACTOR

(Sign Here)

(Print Name Here)

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$_____ under the terms and conditions set forth above.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

SAMPLE

Strut replacement
 Sebago
 19114.00
 Precast Box Culvert w/ Wing Walls
 March 19, 2013

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

Contractor _____

SCHEDULE OF ITEMS

Price

Item Description	Approx. Quantity and Units	Unit Price	Bid Amount
534.71 Precast Concrete Box Culvert w/ precast Wing Walls. 8’R x 12’S. Manufacture and deliver. See attached plan views and cross section.	1 LS	\$	\$
TOTAL			\$

Description: The Contractor shall furnish and deliver 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, Revision of December 2002 including, but not limited to Section 712.061 – Structural Precast Units and Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, and Special Provisions including, but not limited to Special Provision, Section 534, Precast Structural Concrete, Precast Structural Concrete Arches, Box Culverts, Precast Concrete Box Culvert Fabrication and Delivery.

Delivery: The materials shall be ready for delivery on or before July 15, 2013. The actual delivery date of the materials shall be determined by the project schedule and coordinated with the Department. The Contractor shall deliver the materials to the project site. The Contractor shall notify MaineDOT, Ryan Hodgman, Construction Manager of Region 1 at 207- 592-7382 a minimum of 7 days prior to delivery. Alternative contacts are: Scott Holland @ 207-592-3249 or Henry McFerren @ 207-615-6924. The Contractor shall deliver the materials only during the following times: Monday through Thursday, 6:00 AM through 4:30 PM except for they may not deliver on holidays. The Department will off-load the materials at the delivery site. The materials are to be delivered to the project on Route 107 in the Town of Sebago, Maine.

Contract Administrator: The contract administrator for this contract will be:

Name: Ryan Hodgman
 Title: Construction Manager
 Address: Maine Department of Transportation
PO Box 358, Scarborough, ME 04070

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

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.

Conformity with Standards Unless otherwise provided in the contract, all materials shall conform to the following standards, as applicable.

- A. MDOT
- B. AASHTO
- C. ASTM
- D. AREMA
- E. Standard conditions and special conditions contained in any permit
- F. Manual on Uniform Traffic Control Devices (MUTCD)
- G. American with Disabilities Act (ADA)

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 Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, 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.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION



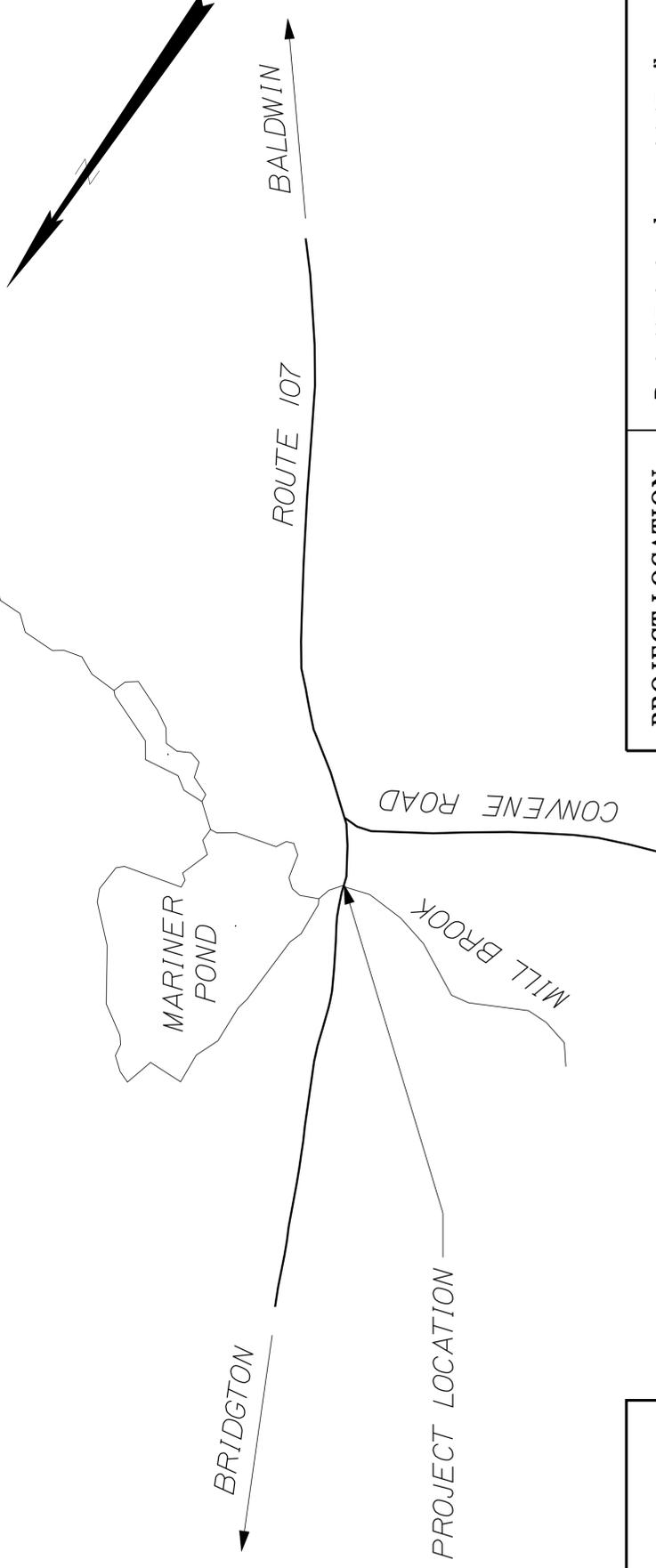
SEBAGO

CUMBERLAND COUNTY

ROUTE 107

STATE PROJECT NO 019114.00

PROJECT LENGTH : 0.01 MILES



PLAN LEGEND

Town, County, State	-----	Centerline-Existing	-----
Property Lines	-----	Centerline-Proposed	-----
R/W Lines-Existing	-----	Travelway-Existing	-----
R/W Lines-Proposed	-----	Travelway-Proposed	-----
Culvert-Existing	-----	Railroad	-----
Culvert Proposed	-----	Catch Basins	-----
Existing	-----	Existing	-----
Proposed	-----	Proposed	-----
Type 1	-----	Manholes	-----
Type 3	-----	Existing	-----
Type 5	-----	Proposed	-----
Outline of Bodies of Water	-----	Proposed Underdrain	-----
Ledge	-----	Existing Ditch	-----
Buildings	-----	Existing Ditch	-----
Trees	-----	Utility Poles	-----
Tree Line	-----	Existing	-----
Clearing Limit Line	-----	Proposed	-----
	-----	Fire Hydrants	-----
	-----	Existing	-----
	-----	Proposed	-----
	-----	Existing Water Line	-----
	-----	Existing San. Sewer	-----
	-----	Existing San. Sewer Manhole	-----
	-----	Guardrail-Existing	-----
	-----	Guardrail-Proposed	-----
	-----	Guardrail-Cable, Other	-----

INDEX OF SHEETS

<u>Description</u>	<u>Sheet No.</u>
Title Sheet	1
Structure Plan	2
Plan	3
Cross Section	4

TRAFFIC DATA

Current (2012) AADT	1330
Future (2024) AADT	1490
DHV - % of AADT	11
Design Hour Volume	164
% Heavy Trucks (AADT)	17
% Heavy Trucks (DHV)	10
Directional Distribution (DHV)	65
18 kip Equivalent P 2.0	195
18 kip Equivalent P 2.5	186
Design Speed (mph)	35
Highway Corridor Priority	5
Functional Class:	Minor Collector

PROJECT LOCATION:	Route 107 strut replacement 0.07 miles northwest of Convene Road
PROGRAM AREA:	Highway Program
SCOPE OF WORK:	Strut Replacement

STATE OF MAINE DEPARTMENT OF TRANSPORTATION APPROVED _____ COMMISSIONER CHIEF ENGINEER	PROJECT INFORMATION PROGRAM MANAGER: EMORY LOVELY PROJECT MANAGER: CHRISTOPHER GALANT CONSULTANT: PROJECT RESIDENT: CONTRACTOR: PROJECT COMPLETION DATE:	TITLE SHEET SEBAGO ROUTE 107 SHEET NUMBER 1 OF 4
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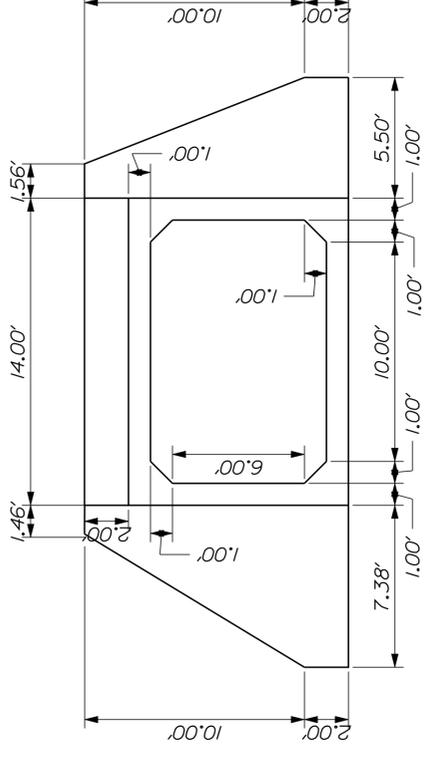
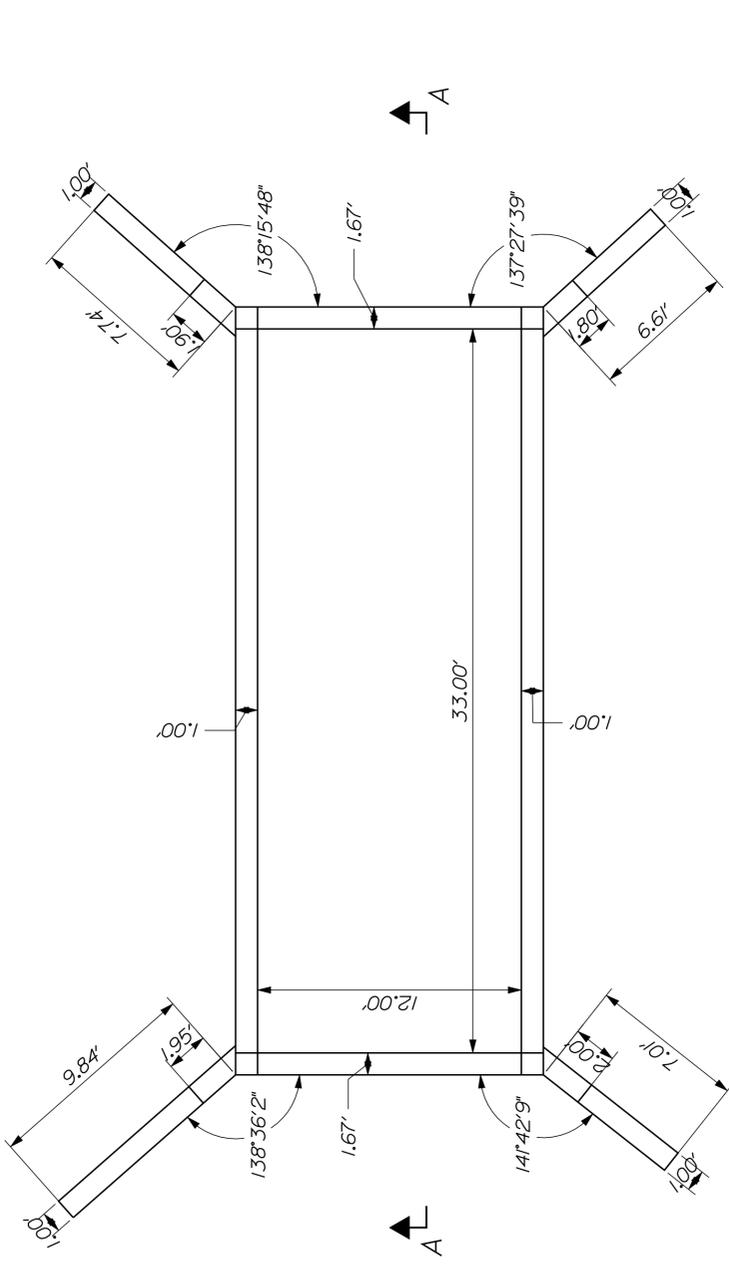
PROJ. MANAGER	E. LOVELLY	DATE	
CHECKED-REVIEWED	C. GALLANT	DATE	
DESIGN-DETAILED			
DESIGN-DETAILED			
DESIGN-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

DATE	
P. B. NUMBER	
SIGNATURE	

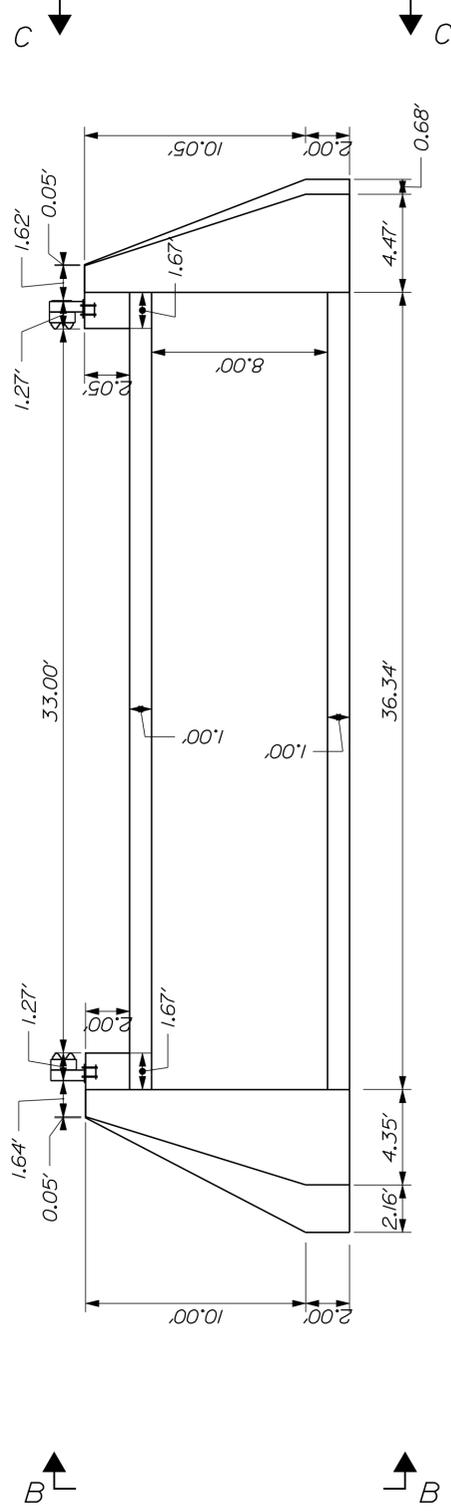
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	019114.00
	PIN 19114.00

PRECAST CONCRETE BOX NOTES

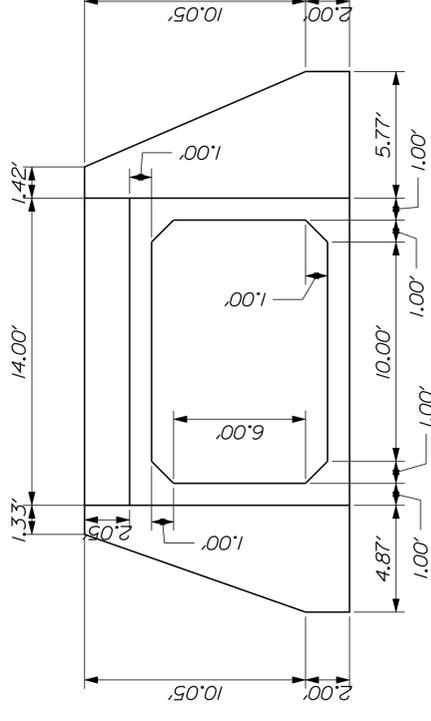
1. BRIDGE MOUNTED GUARDRAIL SHALL BE CONSTRUCTED IN ACCORDANCE WITH MAINE DOT STANDARD DETAILS 606(20), 606(21), 606(22) AND 606(23)
2. THE BRIDGE MOUNTED POST, OFFSET BLOCK AND GUARDRAIL TYPE 3C TO BE SUPPLIED BY OTHERS



SECTION B-B



SECTION A-A

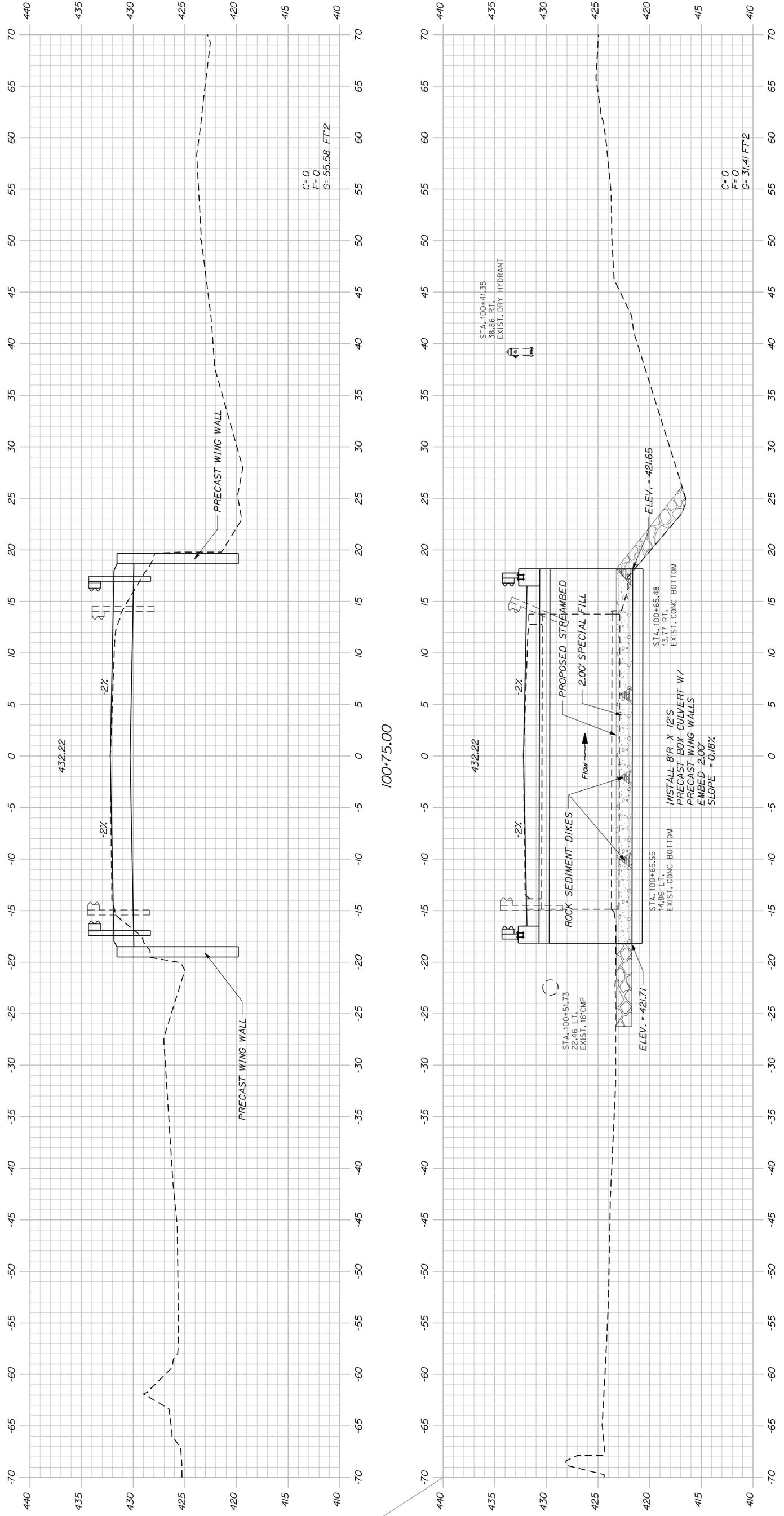


SECTION C-C

SEBAGO ROUTE 107 CROSS SECTIONS

PROJ. MANAGER E. LOVELLY	BY	DATE
DESIGN-DETAILER C. GALLANT		
CHECKED-REVIEWER K. BRESKIN		
DESIGN-DETAILER T. WHITE		DEC 2012
REVISIONS 1		
REVISIONS 2		
REVISIONS 3		
REVISIONS 4		
FIELD CHANGES		

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	019114.00	PIN 19114.00	HIGHWAY PLANS
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SPECIAL PROVISION
SECTION 534
PRECAST STRUCTURAL CONCRETE
(Precast Structural Concrete Arches, Box Culverts)
(Precast Concrete Box Culvert Fabrication and Delivery)

534.01 Description. This work shall consist of designing, detailing, fabricating, storing and delivering the precast concrete box culvert and associated wingwalls, headwalls, and appurtenances in accordance with the contract documents. The precast concrete box culvert shall be paid for and supplied to the Contractor by the Maine Department of Transportation

534.02 Materials. Structural precast elements for the arch, box culvert or frame and associated precast elements shall meet the requirements of the following Subsection except as noted otherwise in this specification

Structural Precast Concrete Units

712.061

New concrete mix designs and mix designs not previously approved by the Fabrication Engineer, including Self-Consolidating Concrete (SCC) mixes, shall be qualified by trial batches prepared in accordance with AASHTO T 126 (ASTM C 192). The test results shall demonstrate that the concrete meets the requirements of the Plans and this Specification. If accelerated curing is to be used in production, the test specimens shall be similarly cured.

Grout and concrete patching material shall be one of the products listed on the Department's list of prequalified materials, unless otherwise approved by the Department.

534.03 Drawings. Prepare shop detail, erection and other necessary Working Drawings in accordance with Section 100 of the Standard Specifications. The Department will review and approve the drawings in accordance with the applicable requirements of Section 100 of the Standard Specifications. Changes and revisions to the approved Working Drawings shall require further approval by the Fabrication Engineer.

Concrete mix designs shall be part of the Working Drawing submittal. Include aggregate specific gravity, absorption, percent fracture, fineness modulus and gradation as part of the mix design. Provide the mix design calculations demonstrating how the batch weights, water-cement ratio and admixture dosage rate were determined.

534.04 Design Requirements. The manufacturer shall design the precast structural concrete structure in accordance with the AASHTO LRFD Bridge Design Specifications, latest edition including any interims, by the Load and Resistance Factor Design (LRFD) method. The HL-93 live load specified in the AASHTO LRFD Bridge Design Specifications shall be used for

all limit states except for Strength I. The live load used for the Strength I limit state shall be the Maine Modified live load which consists of the standard HL-93 Live Load with a 25% increase in the Design Truck. (Wheel loads based on the Design Truck shall be increased 25%). In addition, if the governing load rating factor based on the HL-93 live load is equal to or less than 1.10 a load rating based on the Maine legal truck (Configuration #6) shall also be checked to insure the rating factor is equal to or greater than 1.0.

The precast structural concrete structure shall be designed for the following load cases:

1. Fill height over the structure as shown and/or noted on the plans.
2. Construction loads with a minimum of 450 mm [18"] of fill on top of the entire structure unless noted otherwise on the plans.

The live load deflection check per AASHTO LRFD Bridge Design Specifications Section 2.5.2.6.2 for the top slab of box culverts and frames with clear spans 15 feet or greater and cover depths of 4 feet or less is mandatory. The live load deflection check shall be documented in the design computations submittal.

Design calculations that consist of computer program generated output shall be supplemented with at least one hand calculation and graphic demonstrating the design methodology used. The hand calculation shall document at a minimum the Strength I load case flexural design check of the top slab positive moment reinforcing steel. Design calculations shall provide thorough documentation of the sources of equations used and material properties

Box culverts shall be four sided monolithic structures; three sided structures with a cover are not acceptable. Box culverts shall have male/female joints with joint closure mechanisms with flexible joint sealant; ends of runs shall be square and smooth.

The design shall be load rated in accordance with the AASHTO Manual for Bridge Evaluation, latest edition by the LRFR method and in accordance with the MaineDOT Load Rating Guide.

The manufacturer shall submit design calculations, load rating and working/shop drawings for the precast structure to the Department for approval. A Registered Professional Engineer, licensed in accordance with State of Maine laws, shall sign and seal all design calculations and drawings. The manufacturer shall submit a bridge load rating on the Department's Standard Bridge Rating Summary Sheet with the design calculations for structures with a span 3 m {10 ft} or more. Drawings shall conform with Subsection 105.7 - Working Drawings.

The manufacturer shall submit the following items for review by the Fabrication Engineer in accordance with Subsection 105.07 –Working Drawings prior to production:

- A) The name and location of the manufacturer.
- B) Method of manufacture and material certificates.
- C) Description of method of handling, storing, transporting, and erecting the members.
- D) Shop Drawings with the following minimum details:
 - 1) Fully dimensioned views showing the geometry of the members, including all projections, recesses, notches, openings, block outs, and keyways.
 - 2) Details and bending schedules of reinforcing steel including the size, spacing, and location. Reinforcing provided under lifting devices shall be shown in detail.
 - 3) Details and locations of all items to be embedded.
 - 4) Total mass (weight) of each member.

534.05 Facilities for Inspection Provide a private office at the fabrication plant for the Department’s inspection personnel, or Quality Assurance Inspectors (QAI’s). The office shall be in close proximity to the Work. The office shall be climate controlled to maintain the temperature between 68° F and 75° F and have the exit(s) closed by a door(s) equipped with a lock and 2 keys which shall be furnished to the QAI’s.

The QAI’s office shall meet the following minimum requirements:

<u>Description</u>	<u>Quantity</u>
<u>QAI’s office (minimum ft²)</u>	<u>100</u>
<u>Drafting Table Surface (ft²)</u>	<u>35</u>
<u>Drafting stools-each</u>	<u>1</u>
<u>Office Desk</u>	<u>1</u>
<u>Ergonomic Swivel Chairs</u>	<u>1</u>
<u>Folding Chairs</u>	<u>2</u>
<u>Cordless telephone</u>	<u>1</u>
<u>Answering machine</u>	<u>1</u>
<u>High-speed internet connection (ports)</u>	<u>1</u>
<u>Fluorescent Lighting of 100 ft-candles minimum for all work areas</u>	<u>2</u>
<u>110 Volt 60 Cycle Electric Wall Outlets</u>	<u>3</u>
<u>Wall Closet</u>	<u>1</u>
<u>Plan Rack</u>	<u>1</u>
<u>Waste Basket with trash bags</u>	<u>1</u>
<u>Two-drawer file cabinet (locking)</u>	<u>1</u>
<u>Broom</u>	<u>1</u>

<u>Dustpan</u>	<u>1</u>
<u>Cleaning Materials</u>	<u>1</u>
<u>Water Cooler</u>	<u>1</u>

The manufacturer will be responsible for disposing of trash and supplying commercially bottled water for the water cooler.

The QAI will have the option to reject any furniture or supplies provided to the QAI's office, based on general poor condition.

Provide parking space for the QAI(s) in close proximity to the entrance to the QAI's office. Maintain the pathway between the parking area and the QAI's office so that it is free of obstacles, debris, snow and ice.

The facilities and all furnishings shall remain the property of the manufacturer upon completion of the Work. Payment for the facilities, heating, lighting, telephone installation, internet connection, basic monthly telephone and internet charges and all furnishings shall be incidental to the Contract.

Failure to comply with the above requirements will be considered denial of access to the Work for the purpose of inspection. The Department will reject all Work done when access for inspection is denied.

534.06 Notice of Beginning Work. Give the Department a minimum of two weeks' notice for in-state work and three week's notice for out-of-state work prior to beginning production. If the production schedule changes, notify the Fabrication Engineer no less than 3 working days prior to the initial start-up date. Any Work done without the QAI present will be rejected. Advise the Fabrication Engineer of the production schedule and any changes to it. If Work is suspended on a project, the Fabrication Engineer will require 72 hours notice prior to the resumption of Work.

534.07 Quality Control. Quality Control (QC) is the responsibility of the manufacturer.

Provide a copy of the Quality System Manual (QSM) to the Fabrication Engineer if requested.

Inspect all aspects of the Work in accordance with the manufacturer's QSM. Reject materials and workmanship that do not meet Contract requirements.

Record measurements and test results on the appropriate forms from APPENDIX E of Precast/Prestressed Concrete Institute Manual for Quality Control for Plants and Production

of Structural Precast Concrete Products MNL 116 or an equivalent form prepared by the user. Provide copies of measurements and test results to the QAI as follows:

Type of Report	When Provided to QAI*
Aggregate gradations-fine aggregate and coarse aggregate	Prior to beginning work and at least once a week thereafter
Material certifications / stressing calculations / calibration certifications	Prior to beginning work (anticipate adequate time for review by QAI)
Pre-pour inspection report	Prior to the concrete placement
Concrete Batch Slips	The morning of the next work day
Results of concrete testing	The morning of the next work day
Concrete temperature records	Provide with compressive testing (for release)
Non-conformance reports/repair procedures	Within 24 hours of discovery
Results of compressive testing (for design strength)	Prior to stopping curing / Prior to final acceptance
Post-pour inspection report	Prior to final acceptance

* The manufacturer and QAI may, by mutual agreement, modify any part of the schedule; however, failure to provide the documentation when required by the Fabrication Engineer will result in the product being deemed unacceptable. The Manufacturer may perform testing in addition to the minimum required. The results of all testing shall be made available to the Department.

534.08 Quality Assurance. Quality Assurance (QA) is the prerogative of the Department.

The QAI will witness or review documentation, workmanship, testing and assure the Work is being performed in accordance with the QSM.

The QAI has the authority to reject materials and products that do not meet the Contract requirements including Work rejected due to denial of access or the lack of adequate notice of the beginning of production. The acceptance of material or workmanship by the QAI will not prevent subsequent rejection, if the Work is unacceptable.

534.09 Rejections. Correct or replace rejected material and/or workmanship. Generate a non-conformance report (NCR); provide a copy to the QAI and forward a copy to the Fabrication Engineer for determination of corrective action.

In the event that an item fabricated under this Specification does not meet the Contract requirements but is deemed suitable for use by the Department, said item may be accepted in accordance with Section 100 of the Standard Specifications (see 106.8).

534.10 Forms and Casting Beds. Construct forms to conform to the Working Drawings. The forms shall be well constructed, carefully aligned and sufficiently tight to prevent leakage of mortar. Reject forms that do not maintain the Plan dimensions. Inspect the bulkheads after each cast and repair or replace worn or damaged pieces.

Seal wooden forms to prevent absorption of water. Apply and cure the sealer in accordance with the manufacturer's product data sheet.

Remove all paint, adherent material, foreign matter and debris prior to placing concrete.

Apply a non-staining bond-breaking compound to the forms in accordance with the manufacturer's product data sheet. Solvent clean reinforcing steel and welded steel wire fabric contaminated with the bond-breaking compound.

534.11 Reinforcing Steel. Fabricate, package, handle, store, place, splice and repair reinforcing steel in accordance with Section 503 of the Standard Specifications.

Accurately locate and securely anchor the reinforcing steel to prevent displacement during concrete placement. Install and secure all reinforcing steel prior to beginning the concrete placement.

The concrete cover shown on the approved Working Drawings shall be the minimum allowable cover. Use sufficient bar supports and spacers to maintain the minimum concrete cover. The bar supports and spacers shall be made of a dielectric material or other material approved by the Fabrication Engineer.

If reinforcing steel is not noted on the plans or drawings, the minimum amount of steel required shall be the area of steel equal to a grid of No. 4 bars at 18 inches in both directions, horizontally and vertically. Only one mat of steel is required for concrete thickness of 7 inches or less; two mats, one each face is required for thickness greater than 7 inches.

534.12 Voids and Inserts. Voids shall be non-absorbent. The out-to-out dimensions of the voids shall be within 2% of Plan dimensions. Repair damaged voids in a manner acceptable to the Fabrication Engineer. Store, handle and place voids in a manner that prevents damage.

Accurately locate and securely anchor, securely cap and vent the voids in the form. Any portion of a void that is displaced beyond the allowable dimensional tolerances shall be cause for rejection of the slab or beam.

Open the void drains immediately upon removing the product from the form.

Recess inserts, ties or other steel items a minimum of 1 inch from the surface unless noted otherwise on the Plans. Any recess shall be filled with a product from the Department's Qualified Products List. The QAI is not responsible for verifying the location of inserts or other hardware installed for the convenience of the manufacturer.

534.13 Concrete Placement. Do not batch or place concrete until all the form(s) for any continuous placement have been inspected and accepted by the QCI and the QAI concurs.

Test concrete in accordance with the following Standards:

- AASHTO T23 (ASTM C 31) Practice for Making and Curing Concrete Test Specimens in Field
- AASHTO T 22 (ASTM C 39) Test Method for Compressive Strength of Cylindrical Concrete Specimens
- AASHTO T119 (ASTM C 143) Test Method for Slump of Hydraulic Cement Concrete
- AASHTO T141 (ASTM C 172) Practice for Sampling Freshly Mixed Concrete
- AASHTO T152 (ASTM C 231) Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 1064-Test Method for Temperature of Freshly mixed Portland Cement Concrete
- ASTM C 1611/C 1611M-05-Standard Test Method for Slump Flow of Self-Consolidating Concrete

Test the first two loads of concrete for temperature, air entrainment and slump, or spread for SCC. If the first load is unacceptable, test the second load as the first. Continue this process until two consecutive loads are acceptable. After two consecutive cylinders are acceptable, the frequency of testing shall be at the discretion of the QAI.

Test the concrete for temperature, air entrainment and slump, or spread for SCC, if there is a change in the dosage rate of any admixture, a change of three inches or more in slump or a change of more than 5° F in mix temperature.

Test every load of 1 cubic yard, or less, from a stationary mixer or 2 cubic yards, or less, from a transit mixer for temperature, air entrainment and slump, or spread for SCC, prior to placing the concrete in the forms.

Perform all testing in the presence of the QAI. The QAI will designate the loads to be tested. Make cylinders used to determine stripping strength during the last 1/3 of the placement.

Place the concrete as nearly as possible to its final location. Control the depth of each lift in order to minimize entrapped air voids. The maximum depth of an unconsolidated lift shall be 18 inches. Vibrate the concrete with internal or internal and external vibrators. Do not use external vibrators alone. Insert internal vibrators vertically and penetrate the lower layer of concrete by at least 4 inches. Insert the vibrators in the concrete to assure that the radii of action of the vibrators overlap. Hold the vibrators in position from 5 to 15 seconds. Do not use vibrators to move concrete horizontally. Each lift of concrete shall have sufficient plasticity to be consolidated with subsequent lifts.

Do not re-temper the concrete with water after discharging has begun. The Manufacturer may add HRWR to the concrete after batching if that practice conforms to the manufacturer's product data sheet. Discard concrete that becomes unworkable.

Do not use water or water-based products to aid in finishing fresh concrete.

After the concrete has been placed and finished and before the forms are covered, remove all concrete from projecting reinforcing steel

534.14 Process Control Test Cylinders. Make concrete test cylinders for each day's casting. Cylinders tested to determine stripping strength and early design strength shall be field cured in accordance with AASHTO T23 (ASTM C 31). 28 day cylinders shall be standard cured. Record unit identification, entrained air content, water-cement ratio, slump and temperature of the sampled concrete at the time of cylinder casting. Once a week, make four cylinders for use by the Department. They shall be standard cured in accordance with AASHTO T23 (ASTM C 31).

If the manufacturer fails to make enough cylinders to demonstrate that the product meets the Contract requirements, the product will be considered unacceptable.

The compressive strength of the concrete will be determined by averaging the compressive strength of two test cylinders made from the same sample. For the purpose of determining design strength, the average of two cylinders shall meet or exceed the design strength, and, neither cylinder shall have a compressive strength less than 90% of design strength.

Perform compressive testing to determine transfer and design strength in the presence of the QAI. Cylinder tests not witnessed by the QAI will not be acceptable.

534.15 Manufacture of Precast Units

The cover of concrete over the outside circumferential reinforcement shall be 2 inches minimum. The concrete cover over the inside reinforcement shall be 1 ½ inches minimum.

The clear distance of the end of circumferential wires shall not be less than 1 inch or more than 2 inches from the end of the sections. Reinforcement shall be single or multiple layers of welded wire fabric or a single layer of deformed billet steel bars.

Welded steel wire fabric shall meet the space requirements and contain sufficient longitudinal wires extending through the section to maintain the shape and position of the reinforcement. Longitudinal distribution reinforcement may be welded steel wire fabric or deformed steel bars which meet the spacing requirements. The ends of the longitudinal distribution reinforcement shall be not more than 3 inches from the ends of the sections.

The internal dimensions shall not vary by more than 1 percent from the design dimensions or 38 mm [1 1/2 inch], whichever is less. The haunch dimensions shall not vary by more than 19 mm [3/4 inch] from the design dimension. The dimension of the legs shall not vary by more than 6 mm [1/4 inch] from the dimension shown on the approved shop drawings.

Do not use more than three layers of reinforcing to form a single mat. If reinforcing steel is cut to install lifting devices install additional reinforcing adjacent to the cut steel.

The inside circumferential reinforcing steel for the haunch radii or fillet shall be bent to match the radii or fillets of the forms.

Tension splices in the reinforcement will not be permitted. For splices other than tension splices, the overlap shall be a minimum of 12 inches for welded steel wire fabric or deformed steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be not less than 2 inches or more than 4 inches. For the wire fabric, the spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall not be more than 15 inches.

The members shall be free of fractures. The ends of the members shall be normal to the walls and centerline of the section, within the limits of variation provided, except where beveled ends are specified. The surfaces of the members shall be a smooth steel form or troweled surface finish, unless a form liner is specified. The ends and interior of the assembled structure shall make a continuous line of members with a smooth interior surface.

Defects which may cause rejection of precast units include the following:

- 1) Any discontinuity (crack or rock pocket etc.) of the concrete which could allow moisture to reach the reinforcing steel.
- 2) Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep.
- 3) Edge or corner breakage exceeding 12 inches in length or 1 inch in depth.
- 4) Extensive fine hair cracks or checks.

5) Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure as measured by accepted industry standards.

The manufacturer of the members shall sequentially number and shop fit each adjacent member to ensure that they fit together in the field. This fit up shall be witnessed by the QA inspector. Any non-fitting members shall be corrected or replaced at no cost to the Department.

Documentation The producer of the structural precast units shall keep accurate records of aggregate gradations, concrete batching, testing, curing, and inspection activities to verify that forms, reinforcing and unit dimensions conform to these requirements. Copies of reports shall be furnished to the Resident when requested

534.16 Tolerances Dimensional tolerances shall be in conformance with the applicable reference specification or the established industry standards for the product being produced. The internal dimensions shall not vary by more than 1 percent from the design dimensions or 1 ½ inches, whichever is less with the exception of the cross diagonal dimension which shall not vary by more than ½ inch from the design dimension. The haunch dimensions shall not vary by more than ¾ inch from the design dimension. The dimension of the legs shall not vary by more than ¼ inch from the dimension shown on the approved shop drawings.

The slab and wall thickness shall not be less than the design thickness by more than ¼ inch. A thickness greater than the design thickness shall not be cause for rejection.

Variations in laying lengths of two opposite surfaces shall not be more than ⅝ inch in any section, except where beveled ends for laying of curves are specified.

The under-run in length of any section shall not be more than ½ in.

534.17 Finishing Concrete Products shall meet ordinary finish requirements per subsection 502.14. Fascia members shall receive a rubbed finish per subsection 502.14. The manufacturer may use alternative methods of achieving an acceptable finish on fascia members if approved by the Fabrication Engineer.

Marking The date of manufacture, the production lot number, and the type of unit shall be clearly and indelibly scribed on a rear, unexposed portion of each unit.

543.18 Repairing Defects Exposed surfaces shall be of uniform appearance; only minor repairs to remove and blend fins, patch minor spalls and to repair small, entrapped air pockets shall be permitted. Units that are cracked or require surface repairs larger than 2 in² or an accumulated repair area greater than 10% of the surface being repaired may be rejected.

Repair honeycombing, ragged or irregular edges and other cosmetic defects using a patching material from the MaineDOT Qualified Products List. The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT Qualified Products List.

Repair structural defects only with the approval of the Fabrication Engineer. Submit a non-conformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an approved NCR. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning structural repairs.

534.19 Handling, Storage and Transportation Handle, store and transport members in a manner as to eliminate the danger of chipping, cracks, fracture, and excessive bending stresses. Any units found damaged upon delivery, or damaged after delivery, shall be subject to rejection.

Do not place precast members in an upright position until a compressive strength of at least 30 MPA (4350 psi) is attained. Precast products may be handled and moved, but do not transport products until the 28 day design strength has been attained

Support stored precast/prestressed products above the ground on dunnage in a manner to prevent twisting or distortion. Protect the products from discoloration and damage.

Do not ship precast members until sufficient strength has been attained to withstand shipping, handling and erection stresses without cracking, deformation, or spalling. A minimum strength of 30MPA (4350 psi) shall be attained prior to shipping in all cases.

Set precast members on 1/2 inch neoprene pads during shipment to prevent damage to the section legs. The Contractor shall repair any damage to precast members resulting from shipping or handling by saw cutting a minimum of 1/2 inch deep around the perimeter of the damaged area and placing a polymer-modified cementitious patching material.

534.20 Delivery of Precast Units

The manufacturer shall not ship precast members until sufficient strength has been attained to withstand shipping, handling and erection stresses without cracking, deformation, or spalling (but in no case less than 30 MPa [4350 psi]).

The manufacturer and/or Contractor shall set precast members on 12 mm [1/2 inch] neoprene pads during shipment to prevent damage to the section legs. The Contractor shall repair any damage to precast members resulting from shipping or handling by saw cutting a minimum of 12 mm [1/2 inch] deep around the perimeter of the damaged area and placing a polymer-modified cementitious patching material.

The manufacturer shall deliver the precast units to the project site on a weekday (Monday to Friday) in coordination with the field site Contractor who is installing the precast units. The precast units shall be delivered to the project site by the manufacturer.

The Contractor must give the manufacturer 7 calendar days notice of when the structure shall be delivered.

The Contractor who is installing the precast units shall be responsible for unloading the precast units at or near the project site in a timely fashion. Any incidental materials needed to temporarily store the precast units at the project site shall be provided by the Contractor.

534.21 Method of Measurement. The Department will measure Precast Structural Concrete Arch or Box Culvert for payment per Lump Sum each, complete and delivered and accepted.

534.22 Basis of Payment. The Department will pay for the accepted quantity of Precast Concrete Box Culvert fabricated and delivered at the Contract Lump Sum price, such payment being full compensation for all labor, equipment, materials, professional services, and incidentals for the design, detailing, fabrication, storage and delivery of the precast concrete elements and accessories to the project site. Jointing tape, geotextile, flexible joint sealant, cementitious anchoring materials, grout, cast-in-place concrete fill, grout fill for anchorage of precast wings and/or other appurtenances shall be supplied by the Contractor, who installs the precast concrete box culvert. Pay adjustments for quality level will not be made for precast concrete.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
534.71 Precast Concrete Box Culvert–Fabrication and Delivery	Lump Sum

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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 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.

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- 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.
- 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

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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 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.

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- 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 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.

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- 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 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:

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- (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 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

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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.
- 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.