

**PRE-ENGINEERED
COLD STORAGE BUILDING**

21243.00 Traffic Augusta

2014

Updated 1/19/12

STATE PROJECT

MAINTENANCE & OPERATIONS

STATE 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) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. 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.

*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, 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.

NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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/vendorinfo/vss.htm> .

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: _____

(Date)

(Signature)

(Name and Title Printed)

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

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Pre-Engineered Cold Storage Building** in the city of **Augusta**" 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 **October 29, 2014** 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: WIN 21243.00

Location:

Project 21243.00 is located on the MaineDOT Facility at 66 Industrial Drive, Augusta, Kennebec County

Outline of Work: Fabrication and construction of Pre-Engineered Cold Storage Building and other incidental work.

Prospective bidders may view the site. Please Contact Jamie Andrews at 207-446-1768 in order to schedule an appointment.

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 Iler 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/>. Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional 2 Office in Augusta. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

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

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

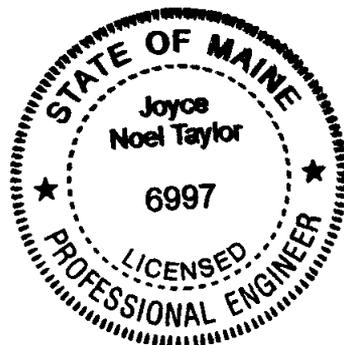
This Contract is subject to all applicable State Laws.

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
October 8, 2014


JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER



SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

CONTRACT AGREEMENT, OFFER & AWARD

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

(Contractor)

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

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

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract **WIN 21243.00.00** for **Pre-Engineered Cold Storage Buildings** in the City of **Augusta**, County of **Kennebec**, State of 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 **February 20, 2015**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the Contract for **WIN 21243.00** for **Pre-Engineered Cold Storage Building** in the City of **Augusta** and that the amount of this offer is

\$_____.

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, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents 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, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for construction of **WIN 21243.00** for **Pre-Engineered Cold Storage Building** in the City of **Augusta**, County of **Kennebec**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract”.

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, 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, Revision of December 2002, and as addressed in the contract documents, including Section 109.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications, Revision of December 2002, and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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 two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale Doughty, Director
Bureau of Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

(Contractor)

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

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

A. The Work

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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 **February 20, 2015**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the Contract for **WIN 21243.00** for **Pre-Engineered Cold Storage Building** in the City of **Augusta** and that the amount of this offer is

\$_____.

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, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents 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

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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 two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale Doughty, Director
Bureau of Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and ABC COMPANY PO BOX 111, ST 00000 (Contractor)

a corporation or other legal entity organized under the laws of the State of ME, with its principal place of business located at 123 ANY STREET, ANYTOWN, ST 12345-0000

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 21243.00.00** for **Pre-Engineered Cold Storage Buildings** in the City of **Augusta**, County of **Kennebec**, State of 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 **February 20, 2015**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the Contract for **WIN 21243.00** for **Pre-Engineered Cold Storage Building** in the City of **Augusta** and that the amount of this offer is *(Place bid here in alphabetical form such as One Hundred and Two dollars and ten cents)*
\$ *(Repeat bid here in numerical terms such as \$102.10)*

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, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents 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.

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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, 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, Revision of December 2002, and as addressed in the contract documents, including Section 109.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications, Revision of December 2002, and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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 two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

DATE HERE

Date

**CONTRACTOR
*SIGN HERE***

(Signature of Legally Authorized Representative
of the Contractor)

WITNESS SIGNATURE

Witness

PRINT NAME AND TITLE OF ABOVE

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale Doughty, Director
Bureau of Maintenance & Operations

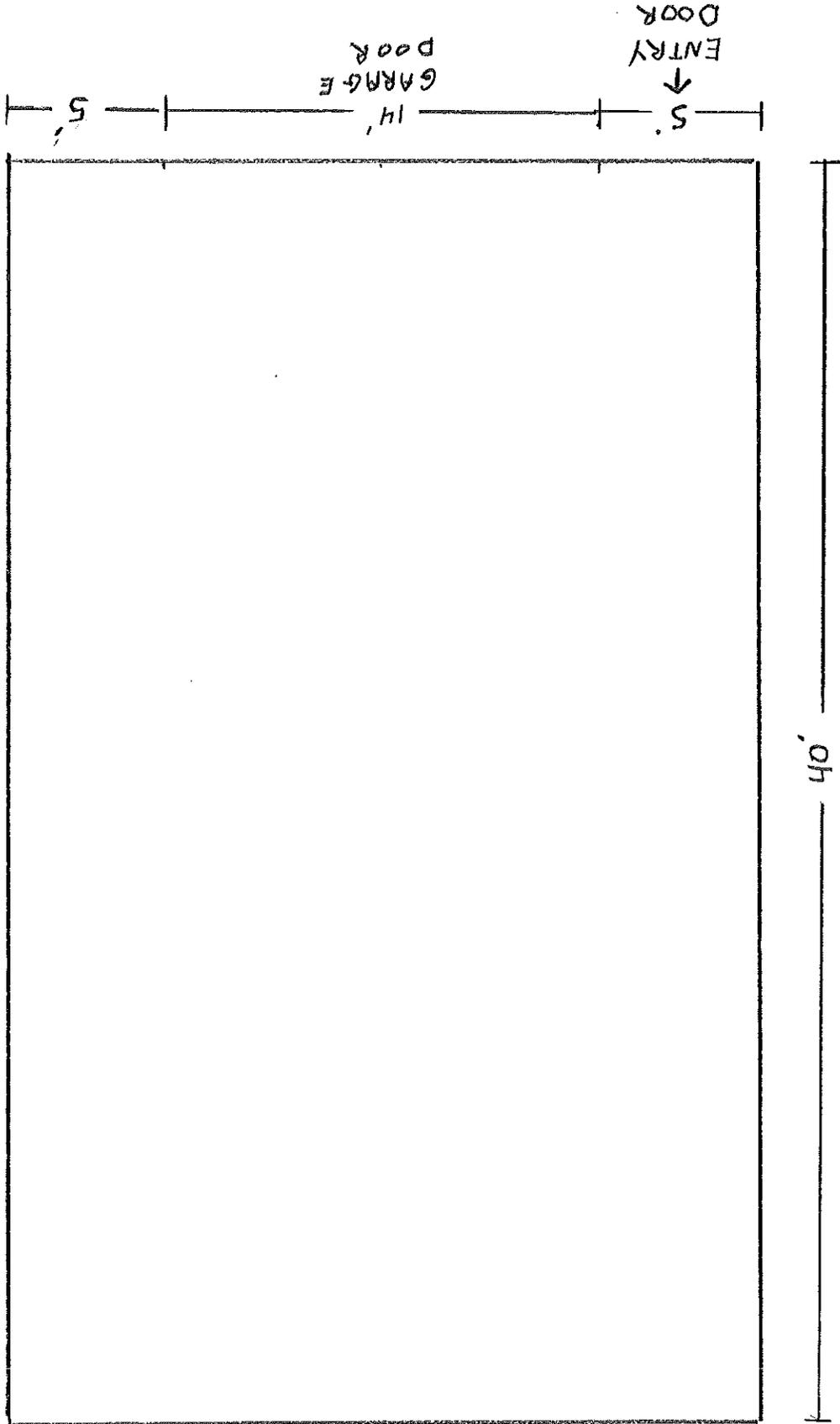
Witness

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

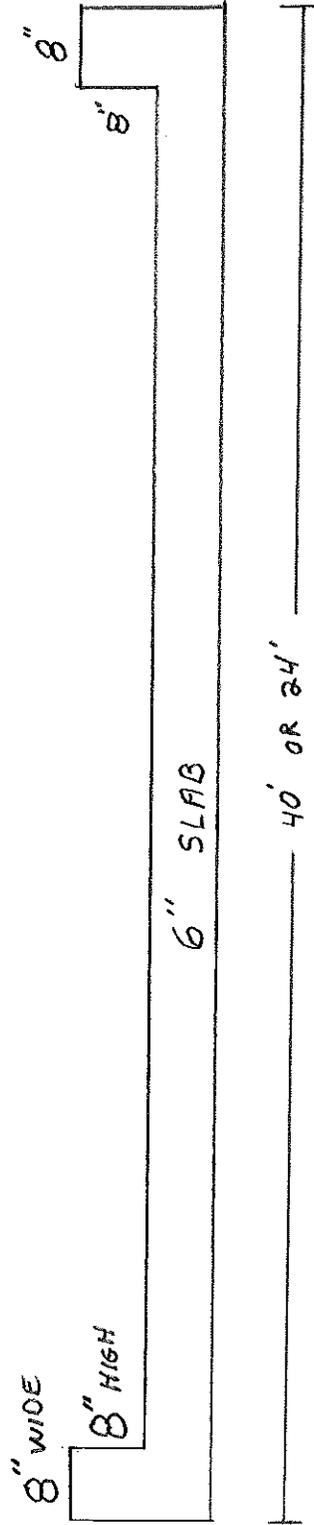
Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

COLD STORAGE BUILDING 24' X 40' WITH 16' HIGH CEILINGS WITH ONE 14' X 14' COMMERCIAL GARAGE DOOR WITH NO WINDOWS AND ONE 3'-0" BY 6'-8" STEEL ENTRY DOOR. LOCATED AT 66 INDUSTRIAL DRIVE AUGUSTA, MAINE.



COLD STORAGE BUILDING 24' X 40' WITH 16' HIGH CEILINGS WITH ONE 14' X 14' COMMERCIAL GARAGE DOOR WITH NO WINDOWS AND ONE 3'-0" BY 6'-8" STEEL ENTRY DOOR. LOCATED AT 66 INDUSTRIAL DRIVE AUGUSTA, MAINE. CONCRETE SLAB DETAIL. RE-STEEL TO BE DESIGNED BY THE CONTOR'S DESIGNER.



21243.00
Traffic Cold Storage Building
66 Industrial Drive Augusta
February 11, 2014

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

SPECIAL PROVISION
SECTION 104.5.5
GENERAL RIGHTS AND RESPONSIBILITIES
Prompt Payment of Subcontractors

104.5.5

104.5.5 Prompt Payment of Subcontractors

A. Pay When Paid The Contractor shall pay Subcontractors for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date the Contractor receives payment from the Department for such Subcontractor's Work.

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

C. Retainage The Contractor shall return to the Subcontractor all retainage withheld from the Subcontractor within 30 Days after the date the Subcontractor's Work is satisfactorily completed. If there is a Delay in such return of retainage, the Subcontractor may pursue all rights it may have under the claims procedure referenced in Section 104.5.6 - Subcontractor Claims for Payment.

21243.00
Traffic Augusta
66 Industrial Drive
Pre-engineered Cold Storage Buildings
February 3, 2014

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Provision of Water and Power)

Add the following:

The contractor shall be responsible for portable toilets and drinking water for their crew, but may use on site water for concrete curing.

The contractor will have access to power through the use of extension cords to the Departments camp.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified Contract Completion Date is February 20, 2015.

The contractor may begin work at any time after contract execution date as long as the contract has been awarded and the Soil Erosion plan has been approved, manufacturers' specifications, product data, installation instructions and the accepted, engineered, stamped plans for the cold storage building and all required plans/submittals have been received and accepted by the Department.

The Contractor shall plan work such that all concrete work is complete by November 26, 2014. Supplemental liquidated damages shall be assessed the Contractor in the amount of One Hundred Dollars (\$100.00) for each calendar day, beginning November 27, 2014 that the identified above work remains incomplete.

There will be no work allowed on Sundays or Holidays.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. The Department will make Final Payment, including the release of all remaining retainage when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation, including Closeout Documentation, is complete and accepted. Completion does not mean substantial Completion.

WIN 21243.00
Traffic Cold Storage Building
66 Industrial Drive Augusta
September 24, 2014

SPECIAL PROVISION SECTION 108
(Invoices and Payment)

INVOICES AND PAYMENT The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall include the following information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates of Service
Description and Location of Service
Quantities at the Prices contained in the Contractor's Bid
Percent complete of each Item priced at the Unit cost for each Item at the Unit
Prices contained in the Contractor's Bid
Extra Work agreed to by written Contract Modification
Total amount due

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work 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 execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,

- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. Failure to provide the Department the opportunity to inspect the Work,
- J. Substantial evidence that the Project cannot be completed for the unpaid balance,
- K. Substantial evidence that the amount due the Department will exceed the unpaid balance,
- L. All other causes that the Department reasonably determines negatively affect the State's interest.

The Contractor shall deliver the Materials Certification, as applicable, to the Department within 30 Days of the date of the notification that the Physical Work is Complete. Within 75 Days of the receipt of these documents, the Department will advise the Contractor in writing of the Final Quantities and any damages to be assessed for the Project. The Contractor shall resolve any Project issues that remain and provide the All Bills Paid and Request for Final Payment Letters to the Department within 30 Days. The Department will make Final Payment, including the release of all remaining retainage following Completion, when the Work is complete and has undergone a successful final inspection and all documentation is complete.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

SPECIAL PROVISION
SECTION 502
CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 Summary

This work shall consist of furnishing and constructing all cast-in-place Portland Cement Concrete as shown on the contract drawings and as required to complete the work. This work includes all steel reinforcement, form work, anchor bolts, sleeves and any other accessories necessary to complete the work. All concrete mixes must be batched and designed in accordance with this specification and the approved design.

1.2 References

All work shall comply with the applicable provisions of the following codes:

- A. American Concrete Institute ACI-318-08 “Building Code Requirements for Structural Concrete and Commentary”
- B. American Concrete Institute ACI-301-10 “Specifications for Structural Concrete”.
- C. Concrete-Reinforcing Steel Institute CRSI Handbook, 10th Edition.
- D. ASTM C94 Standard Specification for Ready-Mixed Concrete.

1.3 Submittals

At least 30 days prior to the first placement, a concrete mix design shall be submitted by the contractor to the Department for approval. No concrete shall be placed on the project until the concrete mix design has been approved by the Department. The mix design submitted by the contractor to the Department shall include the following information:

- A. Description of individual coarse aggregate stockpiles, original source, bulk specific gravity, absorption and gradation. A combined coarse aggregate blended gradation shall be provided.
- B. Description of fine aggregate, original source, bulk specific gravity, absorption, colorimetric, gradation, and Fineness Modulus (F.M.).
- C. Description and amount of cement.
- D. Target water-cement ration.
- E. Target water content by volume.
- F. Target strength.
- G. Target air content, slump and concrete temperature
- H. Target concrete unit weight.
- I. Type and dosages of air entraining and chemical admixtures.

Approval by the Department will be contingent upon the ability of the mix design proportions to produce the concrete strength requirement and other factors that may affect durability.

The Contractor shall provide the Department with at least two copies of shop drawing for all reinforcing steel and other accessories to be cast-in-place. Shop drawings shall be submitted at least 30 days in advance of concrete placement and shall be reviewed by the Department prior to placement.

1.4 Testing

Concrete acceptance testing will be performed by the Department. The Department will determine the acceptability of the concrete through a quality assurance program. Quality assurance tests will include compressive strength and air content. Concrete sampling for quality assurance tests will be taken at the discharge end of the pump line.

Compressive strength tests will be completed by the Department in accordance with AASHTO T22 at 28 days, except that no slump will be taken. The test average of two concrete cylinders will determine the compressive strength.

Testing for entrained air in concrete shall be in accordance with AASHTO T152.

Concrete not meeting the standards implied in these specifications or as indicated on the Plans shall be removed and replaced by the Contractor and no cost to the Department.

1.5 Quality Assurance

Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment. Measuring and batching of materials shall be performed at a Department approved batching plant.

Determination of the concrete cover over reinforcing steel for structural concrete shall be made prior to concrete being placed in the forms. Bar supports, chairs, slab bolsters, and side form spacers shall meet the requirements of CRSI Chapter 3, Section 2.5 Class 1, Section 2.6 Class 1A or Section 4. All supports shall meet the requirements for type and spacing as stated in the CRSI Manual of Standard Practice, Chapter 3. Concrete will not be placed until the placing of the reinforcing steel and supports have been approved by the Department. If the Contractor fails to secure Department approval prior to placement, the Contractor's failure shall be cause for removal and replacement at the Contractor's expense. The Contractor shall notify the Department at least 48 hours prior to the placement, when reinforcing steel will be ready for checking. Sufficient time must be allowed for the checking process and any needed repairs.

PART 2 – PRODUCTS

2.1 Concrete

A. Materials shall meet the requirements specified in the following sections of Division 700 Materials of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002.”

1. Portland Cement and Portland Pozzolan Cement	701.01
2. Water	701.02
3. Air Entraining Admixtures	701.03
4. Water Reducing Admixture	701.04
5. Water Reducing, High Range Admixture	701.0401
6. Set Retarding Admixtures	701.05
7. Curing Materials	701.06
8. Water Stops	701.07
9. Smoothed Surface Asphalt Roll Roofing (Formerly	701.08
10. Heavy Roofing Felt)	
11. Fly Ash	701.10
12. Calcium Nitrate Solution	701.11
13. Silica Fume	701.12
14. Ground Granulated Blast Furnace Slag	701.13
15. Fine Aggregate for Concrete	703.01
16. Course Aggregate for Concrete	703.02
17. Alkali Silica Reactive Aggregates	703.0201
18. Preformed Expansion Joint Filler	705.01

B. Cement

Cement shall be Portland cement conforming to ASTM C-150 for type I, II or III as specified.

C. Aggregates

1. Concrete aggregate shall conform to ASTM Specification C-33. All aggregates shall be free from frozen materials and other impurities.
2. Fine aggregates shall be clean sand free from clay, loam and other deleterious substances.
3. Coarse aggregate shall be durable, clean, crushed stone or gravel, free from clay, loam and other deleterious substances.

D. Water

Water shall be clean and potable containing no deleterious impurities which may be harmful to concrete or accessories.

E. Admixtures

Prohibited admixture: Calcium chloride, thiocyanates or admixture containing more than 0.05% chloride ions are not permitted.

All admixtures products shall be listed on the Maine DOT Qualified Products List. (<http://www.maine.gov/mdot/tr/qpl/index.htm>)

Certification: Written conformance to the above mentioned requirements and the chloride ion content of the admixture will be required from the admixture manufacturer prior to mix design review by the Department.

2.2 Steel

Reinforcing steel shall conform to ASTM A-615 and be of an approved manufacturer. All bars shall be new, Grade 60 and shall be at the sizes shown on the drawings.

All reinforcing steel shall meet the requirements of Reinforcing Steel, Section 709.01 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002"

Steel accessories shall be at the sizes and types as shown on the Drawings unless otherwise specified and shall include all spacers, chairs, ties and other devices for properly spacing, supporting and fastening reinforcement in place. Anchor bolts shall be F1554, Grade 36 or better and of the sizes and types shown on the Drawings.

2.3 Accessories

Non-shrink Grout shall be listed on the Maine DOT Qualified Products List (<http://www.maine.gov/mdot/tr/qpl/index.htm>)

2.4 Joint Sealants

Joint filler shall be listed on the Maine DOT Qualified Products List (<http://www.maine.gov/mdot/tr/qpl/index.htm>)

PART 3 – EXECUTION

3.1 Concrete Proportioning

Concrete shall conform to the following requirements:

Min. Strength 28 Day- psi	Max. Size Coarse Agg.	% Air (1%)	Min-Max Slump	Min Chem. Fac.	Max W/C
4350	¾	5-7.5*	2-4**	611 #/CY	0.45

*Target Air is 6% with-1% ; + 1.5% Range

**Min-Max slump is before the addition of water reducing admixtures.

Coarse aggregate for concrete shall meet the requirements of Section 703.02 for Class “A” or “AA”.

3.2 Formwork

All construction form work shall be of sufficient strength and construction to safely withstand the loads imposed, conforming to ACI 347. Forms shall be suitably tied and/or bolted together to maintain the specified dimensions. ¾ inch chamfer strips shall be placed at all exposed corners unless otherwise specified. Forms shall be built to conform to the dimensions, location, contours and details shown on the Plans. The faces of forms against which the concrete is to be placed shall be dressed smooth and uniform and shall be free from winds, twists, buckles and other irregularities.

Materials – Forms shall be smooth, treated plywood or steel. Plywood forms shall be coated with form oil and steel forms shall be coated with water or other approved substances to facilitate removal. Only non-staining substances shall be used.

All foreign matter within the forms shall be removed before depositing concrete in them.

All forms shall be inspected and approved by the Department prior to placing any concrete within them.

Build into the forms all collars or sleeves required for piping and wiring, and any anchors and inserts as shown on the Drawings.

Forms shall be left in place until the concrete has developed 80 percent of the design strength, and proven by a break of two cylinders. The formwork may be removed 48 hours after the completion of the concrete placement with the approval of the Department and when the following conditions are met:

- A. Immediately after the forms are removed, defects in the concrete surface shall be repaired in accordance with section 502.13 of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002” and the repaired area is thoroughly dampened with water. The surfaces of exposed concrete shall be cured for the remainder of the 7-day curing period by the application of a product listed on the Maine Department of Transportation Prequalified list of curing compounds. The curing compound shall be applied continuously by an approved pressure spraying or distributing equipment at a rate necessary to obtain an even, continuous membrane, meeting the manufacturer’s recommendation but at a rate of not less than 1 gal/200ft² of surface. Other methods of curing concrete may be used with the prior approval of the Department.

- B. Forms and false work, including blocks and bracing, shall not be removed without the consent of the Department. The Department’s consent shall not relieve the Contractor of responsibility for the safety of the work. In no case shall any portion of the wood forms be left in the concrete. As the forms are removed, all projection metal devices that have been used for holding the forms in place shall be removed in accordance with Section 502.10 and the holes shall be filled as required in Section 502.13 of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002”.

Forms shall be removed so as not to damage the concrete.

3.3 Placing Concrete

Placing of all concrete shall be done in accordance with Section 502.11 of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002”.

All concrete shall be placed before it has taken its initial set, in any case, as specified in Section 502.11. Concrete shall be placed in horizontal layers in such a manner as to avoid separation and segregation. A sufficient number of workers for the proper handling, tamping and operation of vibrators shall be provided to compact each layer before the succeeding layer is placed and to prevent the formation of cold joints between layers. Care shall be taken to prevent mortar from spattering on structural steel, reinforcing steel and forms. Any concrete or mortar that becomes dried on structural steel, reinforcing steel or forms shall be thoroughly cleaned off before the final covering with concrete. Following the placing of the concrete, all exposed surfaces shall be thoroughly a cleaned as required, with care not to injure any surfaces.

Concrete in any section of a structure shall be placed in approximately horizontal layers of such thickness that the entire surface shall be covered by a succeeding layer before the underlying layer has taken its initial set. Layers shall not exceed 18in in thickness and shall be compacted to become an integral part of the layer below. Should the placement be unavoidably delayed long enough to allow the underlying layer to take initial set or produce a so-called “cold joint”, the following steps shall be taken:

- A. An incomplete horizontal layer shall be bulk-headed off to produce a vertical joint
- B. Horizontal joints shall be treated as required in Section 502.11(f) of the "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002".
- C. Portland Cement concrete with a high range, water reducing admixture shall not be placed when the concrete mix temperature is below 5° or above 85°.
- D. Fresh concrete, threatened with rain damage shall be protected by approved means. Sufficient material for covering the work expected to be done in one day shall be on hand at all times for emergency use. The covering shall be supported above the surface of the concrete.

Concrete mixed in transit mixers shall be placed within 90 minutes of addition of water at the plant. Delivery tickets shall state the time of water addition of water at the plant. Delivery tickets shall state the time of water addition or departure from the plant if this is within 10 minutes. If the concrete cannot be placed within the specified time limitations, the Department may require that all cement be added at the job site. No additional water shall be added without consulting the Department. Any additional water added to the concrete on the site is the Contractor's sole responsibility and risk. The contractor shall provide a Certificate of Compliance for each truckload of concrete to the Department at the time of the load placement. The Certificate of Compliance shall be a form acceptable to the Department and shall include the following:

- A. Contract Name & Number
- B. Facility/Building Name
- C. Manufacturing Plant (Batching Facility)
- D. Name of Contractor (Prime Contractor)
- E. Date
- F. Time Batched/Time Discharged
- G. Truck No.
- H. Quantity (Quantity Batched this Load)
- I. Type of concrete by Class and Producer Design Mix No.
- J. Cement Brand or Type, and Shipment Certification No.
- K. Temperature of Concrete at Discharge
- L. Target Weights per cubic yard and Actual Batched Weights for:
 - 1. Cement
 - 2. Course Concrete Aggregate
 - 3. Fine Concrete Aggregate
 - 4. Water (including free moisture in aggregates and water added at the project)
 - 5. Admixtures Brand and Quantity (fluid ounces/cubic yard)
- M. Air Entraining Admixture
- N. Water reducing admixtures
- O. Other admixtures
- P. Placement Location

Power vibrators shall be provided to thoroughly consolidate and compact the concrete. Vibrators shall not be used to push or move concrete laterally in forms. Excessive vibration will not be permitted. A minimum of two power vibrators shall be on the site when pouring the concrete. Vibrators shall be an approved type, with a frequency of 5,000 to 10,000 cycles per minute and shall be visibly capable of properly consolidating the designed mixture. Sufficient vibrators shall be used to consolidate the incoming concrete within 5 minutes after placing.

A float finish for horizontal surfaces shall be achieved by placing an excess of concrete in the form and removing or striking off the excess with a template or screed, forcing the coarse aggregate below the surface. Creation of concave surfaces shall be avoided. After the concrete has been struck off, the surface shall be thoroughly floated to the finished grade with a suitable floating tool. Aluminum and steel floats are not allowed. Float finish, unless otherwise required, shall be given to all horizontal surfaces. The rate of placing concrete shall be limited to that which can be finished without undue delay and shall not be placed more than 10 ft ahead of strike-off. Neat cement paste, dry cement powder or the use of mortar for topping or plastering of concrete surfaces will not be permitted.

Lightweight, vibrating screeds shall be used on slab structures and shall have the following features:

- A. It shall be portable and easily moved, relocated, or adjusted by no more than four persons.
- B. The power unit shall be operable without disturbing the screeded concrete.
- C. It shall be self-propelled with controls that will allow a uniform rate of travel and by which the rate of travel can be increased, decreased or stopped.
- D. It shall have controlled, uniform, variable frequency vibration, end to end.
- E. It shall be fully adjustable for flats, crowns, or valleys.
- F. The screed length shall be adjustable to accommodate the available work area.

When a lightweight vibrating screed is utilized, the concrete shall be placed or cut to no more than ½ in above the finished grade in front of the front screed. The screed shall be operated such that at least 3 ft of concrete is in position in front of the screed.

The texturing of concrete surfaces shall be applied as approved by the Resident. The surface tolerance and texture shall be acceptable to the Resident, or the placement may be suspended until remedial action has been taken. The Resident may order the removal and replacement of material damaged by rainfall.

Immediately after screeding, floating and texturing, the surface of the concrete shall be tested for trueness, by the Contractor, with a 10 ft straightedge and all irregularities corrected at once in order to provide a final surface within the tolerance required. The surface shall be checked both transversely and longitudinally. Any area that requires finishing to correct surface irregularities shall be retextured. After the concrete has cured the surface may be tested with a 10 ft

straightedge or a lightweight profiler. The maximum deviation of surface in inches below 10 foot straightedge is 1/8inch.

3.4 Protection and Curing of Concrete

All concrete shall be placed /protected in accordance with Section 502.08 Cold Weather Concrete of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002”

Fresh concrete shall be protected from rain, cold and excessive temperature. Concrete shall be placed at atmospheric temperatures between 40°F and 90°F unless authorized by the Department.

Concrete shall not be placed against frozen surfaces. All frost, ice, and snow shall be removed from all material that will be in contact with fresh concrete. Unless authorized by the Resident, the mixing and placing of concrete shall be discontinued when the atmospheric temperature is below 40°F in the shade and dropping and shall not be resumed until the atmospheric temperature is as high as 35°F in the shade and rising. If authorization is granted for the mixing and placing of concrete under atmospheric conditions different from those specified above, the water shall be heated to a temperature not exceeding 180°F. When either the aggregate or water is heated to above 120°F, they are to be combined first in the mixer before the cement is added. If the atmospheric temperature is below 25°F, the aggregate shall also be heated when directed by the Resident. Materials containing frost or lumps of frozen material shall not be used. Stockpiled aggregates may be heated by the use of dry heat or steam. Aggregates shall not be heated directly by gas or oil flame or on sheet metal over a fire. When aggregates are heated in bins, steam coil or water coil heating or other methods that will not be detrimental to the aggregates may be used. The heating apparatus shall be capable of heating the mass uniformly and preventing the occurrence of spots of overheated material. The temperature of the mixed concrete shall be between 55°F and 70°F when it is placed in the forms. Salt or other chemicals shall not be added to the concrete for any reason whatsoever, except by written permission of the Resident. Contractor shall be wholly responsible for the protection of concrete during cold weather operations and any concrete injured by frost action or overheating shall be removed and replaced at the Contractor's expense.

All concrete and its surfaces shall be kept above 50°F for the first four (4) days of the curing period and above 32°F for the remainder of the period. In the 24 hours following the end of the curing period, the temperature of the concrete shall be decreased on a gradual basis, not to exceed a total change of 40°F.

All concrete surfaces, if not protected by forms, shall be kept thoroughly wet either by sprinkling or by the use of wet burlap, cotton mats or other suitable fabric with clean fresh water for a curing period at least 7 days after placing of concrete or until the end of the curing period. Polyethylene sheets shall not be placed directly on the concrete, but may be placed over the fabric cover to prevent drying except as provided in 3.2 Formwork, Section F.

All slabs and wearing surfaces shall be water cured only and kept continuously wet for the entire approved curing period by covering with one of the following systems:

- A. 2 layers of wet burlap,
- B. 2 layers of wet cotton mats,
- C. 1 layer of wet burlap and either a polyethylene sheet or a polyethylene coated burlap blanket,
- D. 1 layer of wet cotton mats and either a polyethylene sheet or a polyethylene coated burlap blanket.

The first layer of either the burlap or the cotton mats shall be wet and shall be applied as soon as it is possible to do so without damaging the concrete surface. Polyethylene sheets shall not be placed directly on the concrete, but may be placed over the fabric cover to prevent drying.

3.5 Finishing

A. Exposed Concrete

1. After the removal of forms, remove all form ties to at least 1 inch below surfaces. Remove all loose and honeycombed concrete, fins and other surface irregularities.
2. Concrete patching – After cleaning out all holes, honeycombs and other areas to be patched, moisten surface and apply non-shrink grout or a mixture of one part Portland Cement and 3 parts sand, taking care to match the concrete.
3. All concrete which will be exposed to view, shall be hand rubbed using carborundum bricks, burlap or other approved method. Finished surfaces should present a smooth, even appearance of uniform color.

B. Unexposed Concrete

1. All unexposed concrete shall have tie holes, honeycombs and other holes filled with patching mortar as above. Fins and other irregularities shall be removed so as to present a uniform surface.
2. Unexposed concrete will not require a rubbed finish after patching.

C. Penetrations – All wall or floor penetrations by pipes, conduit and other inserts shall be sealed with non-shrink grout around entire penetration to provide a watertight finish.

SPECIAL PROVISION
SECTION 503
REINFORCING STEEL

Description This work shall consist of furnishing and placing of reinforcement in accordance with these specifications and in conformance with the Plans, Supplemental Specifications and Special Provisions.

Materials Materials shall meet the requirements of the following State of Maine Standard Specifications Sections of Division 700-Materials.

Reinforcing Steel	709.01
Welded Steel Wire Fabric	709.02

Schedule of Material When the Department does not furnish reinforcing steel schedules, the Contractor shall submit order lists, bending diagrams and bar layout drawings to the Resident for approval. The reinforcing steel shall not be ordered until these lists and drawings are approved. Approval shall not relieve the Contractor of full responsibility for the satisfactory completion of this item. When the Department allows the use of precast concrete deck panels, or any other significant changes that effect the quantity of reinforcing steel, the Contractor shall be responsible for revising the reinforcing steel schedule; the revised schedule shall be submitted to the Resident for approval.

Protection of Material Reinforcement shall be stored on skids or other supports a minimum of 12 in above the ground surface and protected at all times from damage and surface contamination. The storage supports shall be constructed of wood, or other material that will not damage the surface of the reinforcement or epoxy coating. Bundles of bars shall be stored on supports in a single layer. Each bundle shall be placed on the supports in a single layer. Each bundle shall be placed on the supports out of contact with adjacent bundles.

If it is expected that epoxy-coated bars will be required to be stored outdoors for a period in excess of three months, then they shall be protected from ultraviolet radiation.

Fabrication Bending of reinforcing bars and tolerances for bending of reinforcing bars shall be in conformance with the latest edition of "Manual of Standard Practice of the Concrete Reinforcing Steel Institute" and the "Detailing Manual of the American Concrete Institute". Unless otherwise specifically authorized, bars shall be bent cold.

Placing and Fastening All steel reinforcement shall be accurately placed in the positions shown on the plans and shall be firmly held there during the placing and setting of the concrete. Immediately before placing concrete, steel reinforcement shall be free from all foreign material, which could decrease the bond between the steel and concrete. Such foreign material shall include, but not be limited to, dirt, loose mill scale, excessive rust, paint, oil, bitumen and dried concrete mortar.

Bars shall be fastened together at all intersections except where spacing is less than 1 ft. in either direction, in which case, fastening at alternate intersections of each bar with other bars will be permitted providing this will hold all the bars securely in position. This fastening may be tightly twisted wire. Welding on epoxy-coated reinforcing steel will not be permitted under any condition.

Proper distances from the forms shall be maintained by means of stays, blocks, ties, hangers or other approved means. Blocks used for this purpose shall be precast Portland cement mortar blocks of approved shape and dimensions. Chairs may be used for this purpose and, when used, must be plastic, plastic coated, epoxy coated or plastic tipped. Layers of bars may be separated by precast Portland cement mortar blocks or other approved devices. The use of pebbles, pieces of broken stone or brick, metal pipe or wooden blocks shall not be permitted. The placing of reinforcement as concrete placement progresses, without definite and secure means of holding the steel in its correct position, shall not be permitted except in the case of welded steel wire fabric or bar mats.

Epoxy-coated reinforcing bars supported on formwork shall rest on coated wire bar supports, or on bar supports mad of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 2 from the point of contact with the reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated. In walls, spreader bars shall be epoxy-coated.

Tie wire for epoxy-coated reinforcing steel shall be soft annealed wire that has been nylon, epoxy or plastic coated.

Field bending or cutting of epoxy-coated reinforcing bars will not be allowed, unless otherwise indicated on the plans or permitted by the Resident. When field bending or cutting is allowed, all damaged coating areas shall be repaired in accordance with the patching requirements.

Bars in the foundation walls shall be placed so as to clear anchor bolts.

When specified on the contract plans, reinforcing steel shall be anchored into drilled holes.

The anchoring material shall be one of the products listed on the Maine Department of Transportation's list of Prequalified Type 3 Anchoring Materials. Installation shall be in accordance with the manufacturer's published recommendations.

At each anchor location, existing reinforcing will be located to avoid drilling through existing bars. Where interferences are found to exist, location adjustments will be determined by the Resident.

Minimum embedment lengths of reinforcing bars shall comply with the manufacturer's published recommendations for the anchoring material selected. These embedment lengths shall

be verified by the Resident before installation of the reinforcing bars. The reinforcing steel lengths indicated on the Plans may be reduced, at the Contractor's option, to the determined minimum embedment lengths.

Reinforcement shall be inspected and approved by the Resident before any concrete is placed.

Splicing Reinforcing bars shall be spliced in accordance with the requirements of this section, and in the locations shown on the plans. No modifications of, or additions to, the splice arrangements shown on the plans shall be made without the Resident's prior approval. Any additional splices authorized shall be staggered as much as possible. All splices shall be made in a manner that will ensure that not less than 75% of the minimum clear distance to other bars will be maintained, as compared to the cover and clear distance requirements for the unspliced bar.

Lapped splices shall be made by placing the bars in contact and wiring them together. Splice laps shall be made in accordance with the following table, unless otherwise noted on the plans.

Minimum Lap Splice Length (inches) ¹									
Bar Type	Bar Size								
	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain	14	18	22	26	33	43	54	68	83
Epoxy Coated	21	27	33	39	50	64	80	103	124

¹ Lap Splice lengths are based on the following parameters: Minimum center to-center spacing between bars of 6 in; nominal yield strength of the reinforcing steel of 60 ksi; minimum 28 –day compression strength of concrete of 4350 psi. When any of the preceding parameters is altered, appropriate minimum lap slice lengths will be determined by the Resident. When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 in, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.4.

Mechanical couplers may be used for splicing reinforcing bars, provided they are approved by the Resident and conform to the following requirements:

- a. Tension Couplers- Couplers shall be able to develop 1.25 times the theoretical yield strength of the spliced bar in tension. Bolted and wedge-lock type couplers will not be allowed.
- b. Compression Couplers- Coupler shall be capable of maintaining the splice bars in alignment prior to and during concrete placement. For reinforcing bars designed to act in compression, the individual bar ends shall be within 1/2° of being “square” to the final 12 in of the bar. Additionally, abutting bar ends shall be in contact, and the angle of the gap between abutting bar ends shall be 3°, or less.

- c. Mechanical Couplers Any mechanical couplers using a threaded splicer and dowel in combination, requiring a lapped splice with the reinforcing bars, shall have a minimum lap splice length as required by this Section. Welded splices may be made by the “Thermit” process or, with the approval of the Resident, by the shielded metal arc welding process or the self-shielded flux-core arc welding process. The latter two processes shall be used in strict conformation with the requirements of the latest edition of AWS D1.4 “Structural Welding Code – Welding Reinforcing Steel” and any applicable provisions of Section 504, Structural Steel. The Contractor shall submit complete details of their proposed method of making welded splices for the Resident’s approval.

Lapping Sections of welded steel wire fabric shall securely fasten to adjoining sections and overlap. All laps shall be in accordance with Wire Reinforcement Institute Manual of Standard Practice.

Bar mats shall be spliced as required for the individual bars.

Substitution Substitution of different size bars shall not be permitted except with the written authorization of the Resident.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

Standard Specification 656 of the Standard Specifications is deleted and replaced by This Special Provision.

The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:

All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The latest version is dated February 2008 and is available at:

<http://www.maine.gov/mdot/env/documents/pdf/bmp2008/BMP2008full.pdf>

Procedures specified shall be according to the BMP Manual unless stated otherwise.

1. The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
2. **CLEARING LIMIT LINES SHALL BE MINIMIZED.** Clearing shall be minimized as shown on the design plans. All clearing of vegetation will be completed no later than October 1, 2014.
3. Demolition debris shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 MRSA Section 1301 et seq and the Maine Solid Waste Management Regulations, 06-096 CMR Chapters 400-425. Containment and disposal of demolition debris shall be addressed by the Contractor.
4. All areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
5. All disturbed ditches shall receive erosion control blanket or stone rip rap, as required, prior to leaving the site each day.
6. Winter stabilization BMPs shall be applied in accordance with the MDOT BMP Manual between November 1 and April 15 or during frozen ground conditions.

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

7. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan. At a minimum, the SPCCP shall include:
 - The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning*.
8. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
9. If the Project Resident directs new soil disturbance that requires temporary erosion and sedimentation control, all permits shall be obtained by the MaineDOT and a full SEWPCP will be required and paid for as Extra Work.

Any costs related to this plan shall be considered incidental to the contract.

Win # 21243.00
Traffic Cold Storage
66 Industrial Drive
Augusta, Maine
September 16th, 2014

SPECIAL PROVISION
SECTION 815
Buildings

Description The work shall consist of the furnishing and construction of a pre-engineered wood framed with steel siding and roofing Cold Storage building at the Maine Department of Transportation Fleet facility located in in Augusta, Maine at 66 Industrial Drive in accordance with these contract documents.

The MaineDOT will accept a non-pre-engineered building designed by an engineer as long as: **1.** They are registered as P.E. in Maine. **2.** They are knowledgeable in BOCA and Maine building codes. **3.** Must design the building to the requirements and specifications set forth in this contract book.

Base Materials the Department will have a gravel pad in place prior to the contractor beginning construction. It shall be compacted and graded with in 2” of final grade. The contractor will be responsible for the final fine grading and compaction.

Construction The Department will provide the Contractor with horizontal and vertical control and conceptual slab layout. The Contractor shall provide the additional layout necessary to complete the Work.

All work shall meet the requirements of governmental agencies having jurisdiction and comply with applicable standards and codes. The Contractor shall submit two (2) copies of the cold storage building plans and specifications to Department prior to award.

The roof shall be blue in color and the siding shall be gray in color. The exact colors shall be selected by Department from the manufacturer’s standard colors after award of the contract.

If the surface upon which the concrete slab structure is to rest is disturbed, it shall be re-graded and re-compacted to the extent directed by the Resident.

Placing of gravel borrow used for bedding (If engineered for special bedding) for the footings shall meet the requirements of Standard Specification, Section 206, Structural Excavation.

Variations from Materials Specified Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are satisfactory. Bids shall be considered as offering the item specified in the Invitation for Bid. The Department will consider all alternates submitted by the Contractor, but are not bound to accept any which, in its opinion, is not in the Department's best interest and are determined by the Department to be of equal value in all material respects to the proprietary items specified. The evaluation of and determination as to equality of the product offered shall be the responsibility of the Department and will be based on information furnished by the Contractor, as well as information reasonably available to the purchasing activity.

Quality and Standards Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. 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, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

Submittals All work shall meet the requirements of governmental agencies having jurisdiction and comply with applicable standards and codes. As a condition for Award of the Contract, the lowest responsive bidder must submit the manufacturer's specifications and two (2) copies of acceptable plans of the pre-engineered cold storage building to Department. The Department will notify the Apparent Successful Bidder of the requirement and the Bidder must provide all of the items within 14 days of the notice. Upon receipt the plans, the Department will determine if the available evidence or information satisfies the Department that the bidder is qualified to properly carry out the terms of the Contract.

The Contractor shall submit manufacturers' specifications, product data, installation instructions and two (2) copies of the accepted, engineered, stamped plans for the cold storage building to Department prior to construction of the building. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the contractor has specifically informed the owner in writing of such deviation at the time of submission and the owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or

omissions. No portion of the work shall be commenced until the Department has approved the submittal.

Delivery, Storage, and Handling

- Store materials off the ground and protected from the weather.
- Deliver products in manufacturers' original containers, dry, undamaged, with seals and labels intact.

Installation

- Installation, handling and storage of all materials shall comply with manufacturer's instructions and recommendations.
- The Contractor shall make provisions to allow safe access to the work for the Department in order to inspect the work, facilitate ongoing inspection of the work and to measure the work for payment purposes.
- Complete installation to provide weather tight service.
- Completed installation for the roof and walls shall conform, to all applicable National, State and local codes

Contractor's Safety Program If a copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit an acceptable Contractor's Safety Plan to the Department's Bureau of Maintenance & Operations Section prior to Contract award. If copy of the Contractor's Safety Plan is on file with the Department's Bureau of Maintenance & Operation's, the Contractor must confirm, in writing, that the plan on file is still applicable prior to Contract award. The Contractor shall designate which portions such submissions it considers confidential business information. If such program is revised during the Contract Time, the Contractor shall provide the updated program to the Department. The Contractor shall comply with its safety program and the Standard Specifications. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance.

The contractor shall be responsible for the safety of all operations in connection with the Contract and shall take all necessary actions to ensure the safety of all persons who may be in, on or adjacent to the Site. The Contractor shall perform Work in a manner that is in compliance with the Contractor's Plan, an applicable OSHA requirements, and established safety practices.

Failure by the Contractor to comply with the Contractor's Plan or an applicable OSHA requirement or to follow all established safety practices pertaining to the work being performed, will result in the immediate suspension of Work on the entire project until all unsafe practices are corrected and comply with the applicable requirements, standard or practice.

Environmental Requirements and Waste Materials All waste materials shall be removed and disposed of in accordance with all federal, state, and local laws.

All materials removed from the site shall be the property of the contractor. Sale of these materials on site, and removal by persons other than the contractor or his personnel, shall be at the risk of the contractor. Once the contract is signed, responsibility for the safety of the public within the confines of the project shall be the responsibility of the contractor. The contractor shall be responsible for any and all materials dropped from his trucks distant from the project. The contractor shall make his own arrangement for disposal of materials taken from the site, and there will be no burning of materials on or adjacent to the site.

Permits, Fees, and Notices The Department will attain all permits and other permissions that are necessary, appropriate and legally required to perform the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Department, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

Closeout Procedures The Contractor shall make final changeover of permanent locks and deliver keys to Department, and complete final cleaning requirements, including touchup painting, touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects,.

Final Cleaning the Contractor shall clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program and comply with manufacturer's written instructions.

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Remove tools, construction equipment, machinery, and surplus material from Project site.
4. Remove snow and ice to provide safe access to building.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
7. Sweep concrete floors broom clean in unoccupied spaces.
8. Remove labels that are not permanent.
9. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
10. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

11. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
12. Replace parts subject to unusual operating conditions.

General Requirements the Contractor/Designer shall incorporate the general requirements into their design and materials list.

1. Building shall be wood framed with steel roofing and siding. There shall be no obstructions within the floor area.
2. The roof shall have a 5:12 pitch or greater.
3. Roof to include vapor barrier and a continuous ridge vent. The eaves/soffits shall have vents as needed and determined by the Engineer of the pre-engineered building.
4. The sill plate shall be constructed with pressure treated lumber.
5. The garage doors shall be a commercial grade with struts. The color shall be white with no windows. The garage door opener shall be a commercial grade opener. 3" tracks, 3" long stem ball bearing rollers, Torsion springs will be helically wound with oil-tempered wire, Minimum insulation value of R15, Insulation type will be foamed in place CFC free Polyurethane core, minimum of 26 gauge exterior and interior steel skin sections, heavy duty adjustable top roller brackets Section joints will be tongue and groove, Commercial grade door and attaching hardware
6. The siding shall be constructed with a maximum 8' high steel sheathing from the ground to the first joint so that if damage occurs only the 8 foot piece will need replacing.
7. The steel siding and roofing shall be attached by stainless steel screws.
8. The steel roofing and siding shall be a minimum 26 gauge.
- 9. The concrete slab will be sloped (1/4" per foot) 4-6 feet from the outside edge at all garage door openings so that water runs out of the building.**
10. The concrete slab shall be constructed with re-steel or wire mesh.
11. The gable ends shall be on the 24' wide ends.
12. The contractor shall supply and give to the Department two sheets of the steel siding and roofing per building.
13. All electrical work will be done by MaineDOT after the building is constructed.
14. The contractor shall supply their own toilet, water and electricity.

Closeout Documentation The following documents shall be added to the required list of closeout documentation:

- Project Record Drawings
- Warranties
- Maintenance & Operations Manual

The Contractor shall prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.

Warranty The Contractor shall guarantee work from the date of Final Acceptance by the Department. The Physical Work must be Complete and in Conformity with the Contract and the Closeout Documentation, exclusive of the All Bills Paid and Request for Final Payment Letters, in order for the Department to finally “accept” the Project. The contractor unconditionally warrants and guarantees to the owner that all work will be of Good quality, free from faults and defects and in conformance with the specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the owner, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department. The contractor shall provide a warranty as listed below.

20 YEARS The contractor will at no cost to the Department do the following:

1. The contractor shall replace or paint any steel siding and roofing that exhibits peeling or flaking.
2. Repair or replace any preservative-treated lumber if it fails due to fungal decay or insect attack.

10 YEARS The contractor will at no cost to the Department do the following:

1. Repair or replace any structural framework, exterior metal roof and siding, trim, windows, and doors if directly damaged by snow loads.
2. Replace or paint any steel siding or roofing that exhibits any rust.
3. The contractor will replace or fix any materials that are deemed substandard or caused by poor workmanship.

5 YEARS The contractor will at no cost to the Department do the following:

1. Repair any and all leaks.
2. Repair or replace any structural framework, exterior metal roof and siding, trim, windows, and doors if directly damaged by wind loads.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

Method of Measurement the Cold Pre-engineered Storage Buildings will be measured for payment as one lump sum, complete in place and accepted.

Basis of Payment The Cold Storage Building will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work indicated on

the plans and as called for in the contract, including re-grading gravel, concrete slab, labor, equipment and materials for building construction, engineering and other contract related incidentals necessary to complete the work.