

SERVICE AND CONSTRUCTION

**MARINE DOCK, PIER, BRIDGE AND FACILITIES
REPAIR AND REHABILITATION**

STATEWIDE

2020

Updated 05/15/2020

STATE PROJECT

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.

NOTE: Electronic Bids will not be accepted for this bid.

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 Prequalification Application, d) two copies of the completed and signed Contract Agreement, Offer & Award form, e) the completed Prequalification Supplemental, if applicable, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title: Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation
 - Location: Statewide
 - 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: Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation
- Location: Statewide
- Date of Bid Opening:
- Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent to directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. “FedEx First Overnight” delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

If a paper Bid is to be hand carried, deliver directly to the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/contact>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title: Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation
- Location: Statewide
- Date of Bid Opening:
- Name of Contractor:

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

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

NOTICE

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

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

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

NOTICE

Bidders:

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

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

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

Vendor Registration

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

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

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

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper “Bids for **Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation** in the State of Maine” will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on December 9, 2020 and at that time and place, publicly opened and read. Bids will be accepted from all bidders. All applicants must have completed, or successfully complete, a Marine Construction or Bridge Construction, or project specific prequalification application to be considered for the award of this contract. **Electronic Bidding will not be available for this bid.**

Description: Prequalification Application for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation

Location: Statewide

Outline of Work: Perform Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation on an as needed basis and other incidental work.

Basis of Award: The Department and each prequalified contractor may enter into a Contract to perform work pursuant to Assignment Letters.

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, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler/Joe Prescott** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of 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.

Application packages, Documents, specifications and forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be seen at the MaineDOT Building in Augusta, Maine and at the Department of Transportation’s Regional Office in Scarborough, Augusta, Wilton, Bangor and Presque Isle. 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 bond, performance bond 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, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
November 18, 2020



DAVID BERNHARDT
DIRECTOR
BUREAU OF MAINTENANCE & OPERATIONS

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 |
|------------------|------|
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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, for **Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation** in the 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 the Completion Date given in the Assignment Letter. Work may be ordered by the Department after December 11 or contract execution, whichever is latest, and before **November 30, 2024**. The Contractor agrees to complete all Work, except warranty work, on or before **December 31, 2024**.

C. Price.

The original contract amount is One Million Two Hundred Thousand Dollars and no cents (\$1,200,000.00). The actual Contract amount will be determined by the actual work assigned and performed at the rates established in the Assignment Letters. The MaineDOT does not guarantee the use of any or all of the contract amount.

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in 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 *Standard Specifications March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation

State of Maine, on which applications 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 at the unit prices in the attached “Schedule of Items.”

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

As Offeror also agrees:

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

Second: To begin the and complete the Work in accordance with the time limits given in the Assignment Letters and within the time limits given in 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 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt
Director
Bureau of Maintenance & Operations

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, for **Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation** in the 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 the Completion Date given in the Assignment Letter. Work may be ordered by the Department after December 11 or contract execution, whichever is latest, and before **November 30, 2024**. The Contractor agrees to complete all Work, except warranty work, on or before **December 31, 2024**.

C. Price.

The original contract amount is One Million Two Hundred Thousand Dollars and no cents (\$1,200,000.00). The actual Contract amount will be determined by the actual work assigned and performed at the rates established in the Assignment Letters. The MaineDOT does not guarantee the use of any or all of the contract amount.

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in 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 *Standard Specifications March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation

State of Maine, on which applications 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 at the unit prices in the attached “Schedule of Items.”

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

As Offeror also agrees:

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

Second: To begin the and complete the Work in accordance with the time limits given in the Assignment Letters and within the time limits given in 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 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt
Director
Bureau of Maintenance & Operations

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 (Name of the firm bidding the job) (Contractor) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

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 12345.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, 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 the Completion Date given in the Assignment Letter. Work may be ordered by the Department after December 11 or contract execution, whichever is latest, and before November 30, 2024. The Contractor agrees to complete all Work, except warranty work, on or before December 31, 2024.

C. Price.

The original contract amount is One Million Two Hundred Thousand Dollars and no cents (\$1,200,000.00). The actual Contract amount will be determined by the actual work assigned and performed at the rates established in the Assignment Letters. The MaineDOT does not guarantee the use of any or all of the contract amount.

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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

WIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay

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 at the unit prices in the attached “Schedule of Items.”

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

As Offeror also agrees:

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

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

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

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

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

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

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

(Print Date here)
Date

(Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted. documents referenced herein.

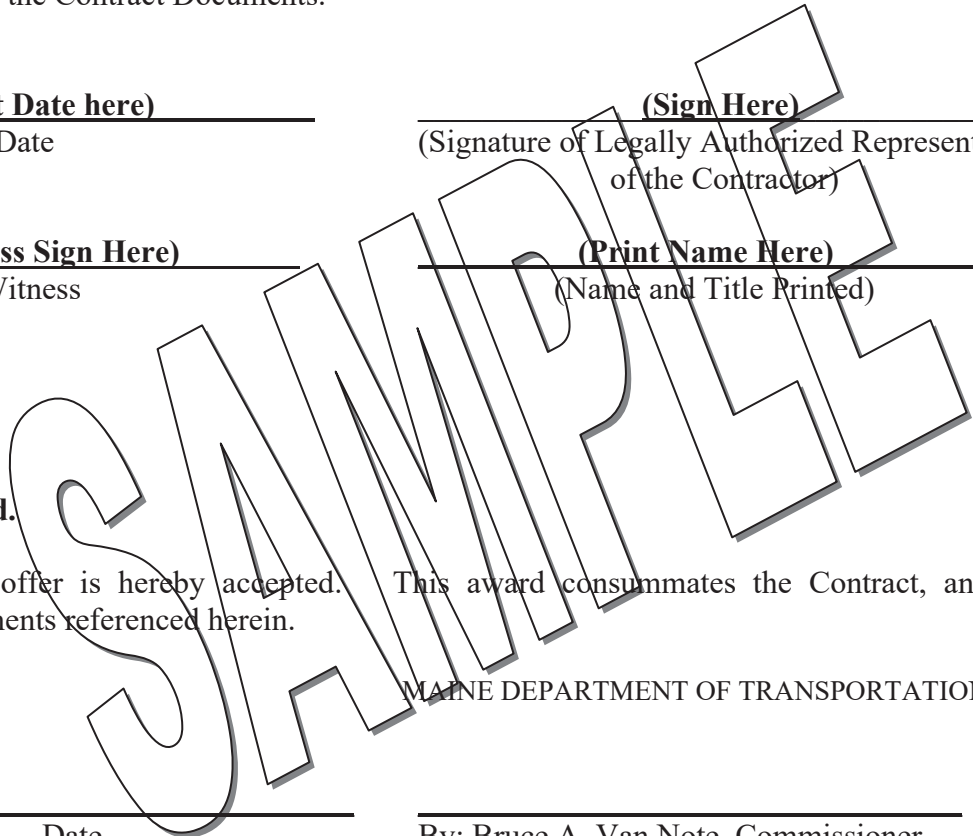
This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

(Witness)



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).]

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
For
MARINE DOCK, PIER, BRIDGE & FACILITIES
REPAIR AND REHABILITATION

1. Basic Information

Name of Contractor: _____

Contact Person(s): _____

Telephone No: _____ Cell No. _____ Fax No: _____

E-mail: _____

Address: _____

Vendor Customer No: _____

2. Organizational Structure & History

2.1 The Contractor is duly organized under the laws of the State of _____.

2.2 The Contractor has the following organizational structure.

individual corporation partnership
 limited liability company joint venture other: _____

2.3 If organized in any state other than Maine or in a foreign country, are you in compliance with all laws and regulations necessary to legally do business in the State of Maine?

2.4 Are you pre qualified for the Marine Construction and/or Bridge Construction categories by the Maine Department of Transportation?
YES _____ NO _____

2.5 Were you prequalified for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation by the Maine Department of Transportation during the period of 2016 – 2020? YES _____ NO _____

2.6 **If the response to 2.4 and 2.5 is “no”, the Applicant must fill out the attached Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation Contractor’s Prequalification Supplemental.**

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION

For
MARINE DOCK, PIER, BRIDGE & FACILITIES
REPAIR AND REHABILITATION

2.7 Have you been denied pre qualification for the Marine Construction and/or Bridge Construction categories by the Maine Department of Transportation?
YES _____ NO _____

2.8 Within the last 5 years, has a contract of the Contractor (or any Predecessor Entities or Related Entities) been terminated or suspended for cause, has another party (e.g. surety) completed Work which the Contractor (or any Predecessor Entities or Related Entities) was originally responsible to perform, or has the Contractor (or any Predecessor Entities or Related Entities) been considered in default of a contract that was not cured within the time frame allowed by the contract?
YES _____ NO _____

If the answer to any of questions in 2.8 is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

2.9 Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been debarred for any reason by any federal, state, or local government or procurement agencies?

2.10 Using the Bidder's OSHA 300 Log and statements provided by applicable insurance, the Bidder must provide its workers' compensation Experience Modification Rate.

2.11 If a current, applicable copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit an acceptable, project specific Safety Plan to the Department with the application, prior to prequalification .

3. Emergency Response

Can the designated personnel be notified and equipment mobilized and be on site within two hours or less when MaineDOT has an emergency? YES _____ NO _____

4. Contractor Requirements

Do you meet all Contractor Requirements set forth in this Contract.
YES _____ NO _____

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
For
MARINE DOCK, PIER, BRIDGE & FACILITIES
REPAIR AND REHABILITATION

5. Certifications

By signing below, the person signing below hereby certifies as follows:

1. I have personal knowledge of all the information contained in this Application OR I am responsible for the accuracy of all such information
2. The information contained in this Application is true and complete.
3. I hereby authorize the Department to contact any person or entity necessary to verify or supplement any of the information requested by or provided in this Application without liability, and I hereby further authorize any person or entity contacted to provide any and all information requested without liability.
4. The Contractor has read, understands, and agrees to all terms of the Prequalification Procedure and this Application.
5. I am duly authorized by law and by the Contractor to sign this Application on behalf of the Contractor.

CONTRACTOR

Date

[Signature]

By: _____
[Name and Title Printed]

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION SUPPLEMENTAL
For
MARINE DOCK, PIER, BRIDGE AND FACILITIES
REPAIR AND REHABILITATION

[Legal Name of Contractor Applying for Prequalification, hereafter "Contractor" or "you"]

INSTRUCTIONS

If the Applicant is not pre qualified for the Marine Construction and/or Bridge Construction categories by the Maine Department of Transportation, or was not prequalified for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation by the Maine Department of Transportation during the period of 2016 – 2020, the Applicant must fill out the attached Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation Contractor's Prequalification Supplemental.

If you are pre qualified for the Marine Construction and/or Bridge Construction categories by the Maine Department of Transportation or was prequalified for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation by the Maine Department of Transportation during the period of 2016 – 2020, the Applicant does not need to fill out the attached Prequalification Supplemental.

1. Basic Information

Name of Contractor: _____

Contact Person(s): _____

Telephone No(s): _____ Cell No. _____ Fax No: _____

E-mail: _____

Mailing Address: _____

Physical Address: _____

Vendor Customer No.: _____

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION SUPPLEMENTAL
For
MARINE DOCK, PIER, BRIDGE AND FACILITIES
REPAIR AND REHABILITATION

2. Organizational Structure & History

2.1 The Contractor is duly organized under the laws of the State of

_____.

2.2 The Contractor has the following organizational structure.

individual corporation partnership
 limited liability company joint venture other: _____

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

2.4 Please list all Predecessor Entities below (or on attached sheets if necessary).

2.5 Please list all Related Entities below (or on attached sheets if necessary).

2.6 If organized in any state other than Maine or in a foreign country, are you in compliance with all laws and regulations necessary to legally do business in the State of Maine?

YES _____ NO _____

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 REPAIR AND REHABILITATION

3. Experience

3.1 The Bidder shall submit evidence of compliance with all Contractor Requirements set forth in this Contract.

3.2 Summary of Contractor's Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation Experience. With respect to each of the following Project Types, list the approximate number of years of experience that the Contractor has as a prime contractor or as a subcontractor with primary responsibility.

| <u>Project Type</u> | <u>Years</u> |
|--|--------------|
| Marine Dock, Pier and Facilities Repair and Rehabilitation | _____ |
| Marine Bridge and Facilities Repair and Rehabilitation | _____ |

3.3 Most Recently Completed Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation Contracts. Please provide the following information regarding the last six contracts completed by the Contractor. Please list in reverse chronological order (most recently completed project first, next most recently completed project, etc.). [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested. Attach additional sheets as necessary.]

| Contract Amount | Were you the Prime or a Sub? | Project Type & Location | Month / Year Completed | Name, Address, Contact Person & Tel. # of Owner | Please describe the work activities your firm performed relevant to the prequal category being applied for. |
|-----------------|------------------------------|-------------------------|------------------------|---|---|
| | | | | | |
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Maine Department of Transportation
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 For
 MARINE DOCK, PIER, BRIDGE AND FACILITIES
 REPAIR AND REHABILITATION

3.4 Contracts for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation In Progress. Please provide the following information regarding all contracts currently in progress, in descending order of contract amount. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested. Attach additional sheets as necessary.]

| Contract Amount | Were you the Prime or a Sub? | Project Type & Location | Month / Year Completed | Name, Address, Contact Person & Tel. # of Owner | Please describe the work activities your firm performed relevant to the prequal category being applied for. |
|-----------------|------------------------------|-------------------------|------------------------|---|---|
| | | | | | |
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3.5 Liquidated Damages Within the last five years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) had liquidated damages assessed against it?

YES _____ NO _____

If YES, please provide full details on attached sheets including the per diem amount of liquidated damages, the original contract time, and the number of days for which liquidated damages were assessed. Please feel free to include a written summary of your position on the matter.

3.6 Terminations / Suspensions / Defaults

(a) Within the last five years, or since your last Prequalification Application has a contract of the Contractor (or any Predecessor Entities or Related Entities) been terminated or suspended for cause?

YES _____ NO _____

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(b) Within the last five years, or since your last Prequalification Application has another party (e.g. surety) completed Work which the Contractor (or any Predecessor Entities or Related Entities) was originally responsible to perform?

YES _____ NO _____

(c) Within the last five years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been considered in default of a contract that was not cured within the time frame allowed by the contract?

YES _____ NO _____

If the answer to any of questions 3.6(a) -(c) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

3.7 Denial of Prequalification or Award

(a) Within the last 5 years, or since your last Prequalification Application has any federal, state, or local government or procurement agency denied the Contractor (or any Predecessor Entities or Related Entities) prequalification?

YES _____ NO _____

(b) Within the last 5 years, or since your last Prequalification Application has any federal, state, or local government or procurement agency, after the Contractor (or any Predecessor Entities or Related Entities) submitted the apparent low bid, refused to award a contract for reasons related to the Contractor's qualifications, experience, competence, or financial situation?

YES _____ NO _____

If the answer to either of questions 3.7(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

3.8 Debarments, Etc

(a) Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been debarred for any reason by any federal, state, or local government or procurement agencies?

YES _____ NO _____

(b) Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) refrained from bidding for any reason, such as

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suspension or agreement not to bid, or as part of the settlement of a Dispute of any type with any federal, state, or local government or procurement agencies?

YES _____ NO _____

If the answer to either of questions 3.8(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

3.9 Claims History Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been a party to a Claim with an originally claimed amount in excess of \$50,000?

YES _____ NO _____

If YES, please provide full details for each Claim on attached sheets including (a) whether the Claim was brought by or against the Contractor (or any Predecessor Entities or Related Entities), (b) the nature of the Dispute underlying the Claim, (c) originally claimed amounts, (d) the resolution of such Claims (including the amount) or if unresolved, the current status of such Claims, and (e) the name, address and phone number of the primary adverse party who can be contacted for additional information, and (f) a written summary of your position on the matter (if desired).

3.10 Bid or Other Crimes Within the last 10 years, has the Contractor (or any Predecessor Entities or Related Entities), or any officers, owners, or Key Personnel of the same ever been indicted on, convicted of, or plead or consented to a violation of a bid crime including bid collusion or any other crime involving fraud or knowing misrepresentation?

YES _____ NO _____

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

4. Bonding

4.1 If the bid price for any single assignment exceeds \$125,000, is the Contractor capable of obtaining from a Qualifying Bonding Company a performance bond and a payment bond each in the amount of the bid prices that the Contractor will be submitting to the Department?

YES _____ NO _____

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CONTRACTOR'S PREQUALIFICATION SUPPLEMENTAL

For
MARINE DOCK, PIER, BRIDGE AND FACILITIES
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5. Safety

5.1 Does the Contractor have a written safety program?

YES _____ NO _____

Complete and attach the Safety Supplemental.

5.2 Has your company sustained any work related fatal accidents during the past (3) three years?

YES _____ NO _____

If yes, please provide full details of each fatal accident on attached sheets, and include what you have done to prevent these fatal accidents from recurring.

5.3 Has your company received an OSHA (or state OSHA) citation within the last 5 years?

YES _____ NO _____

If yes, the number and type of violation? _____

5.4 Have you had an accident in the past three years that caused over \$50,000 in property damage?

YES _____ NO _____

If YES, please provide full details of each such accident on attached sheets.

6. Environmental and Civil Rights Information

6.1 Environmental Record. Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been found to be in violation of any federal, state or local environmental law or regulation in an administrative, civil or criminal proceedings.

YES _____ NO _____

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

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6.2 Civil Rights Record. Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) had any findings and/or rulings of sexual harassment, discrimination, or other civil rights violations against it?

YES _____ NO _____

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

Complete and attach the Equal Employment Opportunity/Civil Rights Supplemental.

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10. Certifications Under Oath

This page must be signed, notarized, mailed or scanned and E-Mailed/Faxed to the Department of Transportation to complete the requirements of prequalification.

By signing below, the person signing below hereby certifies and swears, **ON OATH**, as follows.

1. I have personal knowledge of all the information contained in this Application OR I am responsible for the accuracy of all such information
2. The information contained in this Application is true and complete.
3. I hereby authorize the Department to contact any person or entity necessary to verify or supplement any of the information requested by or provided in this Application without liability, and I hereby further authorize any person or entity contacted to provide any and all information requested without liability.
4. The Contractor has read, understands, and agrees to all terms of the Prequalification Procedure and this Application.
5. I am duly authorized by law and by the Contractor to sign this Application on behalf of the Contractor.

_____ Date
_____ Witness

CONTRACTOR

[Signature]

By: _____
[Name and Title Printed]

State of _____
County of _____ Date: _____

Then personally appeared the person who signed this page above and acknowledged this instrument to be his or her free act and deed and the free act and deed of the Contractor, and further said person swore, ON OATH, that the statements made under the section 10 entitled "Certifications Under Oath" are true and complete.

My Commission Expires: _____
[Signature of Notary Public]

Name Printed: _____

Maine Department of Transportation
Safety Supplemental

CONTRACTOR SAFETY QUESTIONNAIRE

Company Name _____

A. Our contracts require that your company meet certain requirements related to safety achievements. Using your OSHA 300 recordkeeping forms and statements provided by your insurance, please provide the following for the immediate past (3) three years:

| Year | 20__ | 20__ | 20__ |
|---|-------|-------|-------|
| 1. Workers' compensation *EMR (interstate) | _____ | _____ | _____ |
| 2. Total employee hours worked (May be obtained from OSHA form 300A) | _____ | _____ | _____ |
| 3. Total number of cases (columns G, H, I, J from the OSHA form 300) | _____ | _____ | _____ |
| 4. Total lost work day cases (column H from the OSHA form 300) | _____ | _____ | _____ |
| 5. Total number of cases with job transfer or restriction (column I from OSHA form 300) | _____ | _____ | _____ |
| 6. **TCIR (item C above x 200,000/ B above | _____ | _____ | _____ |
| 7. *** TLWDI (D above x 200,000/ B above | _____ | _____ | _____ |
| 8. Total fatalities (column G taken off the OSHA form | _____ | _____ | _____ |

*EMR= Experience Modification Rate
 **TCIR= Total Case Incidents
 ***TWDI= Total Lost Work Day Incidents

B. Has your company sustained any work-related fatalities during the past (3) three years?

Yes No

If yes, please provide full details of each fatality by attachment, include corrective actions identified and implemented to prevent reoccurrence.

C. State to whom and how often incident/accident report summaries are distributed.

| | Monthly | Quarterly | Annually | No |
|-------------------------|---------|-----------|----------|-------|
| CEO | _____ | _____ | _____ | _____ |
| President | _____ | _____ | _____ | _____ |
| Manager of Construction | _____ | _____ | _____ | _____ |
| Site Managers | _____ | _____ | _____ | _____ |

Maine Department of Transportation
Safety Supplemental

D. Has your company received an OSHA (or state OSHA) citation within the last 5 years?

Yes No

If yes, provide the number and type of violation?

E. Are on site safety meetings conducted for field supervisors?

Yes No

If yes, how often

F. Does your company have a safety officer/department?

Yes No

If yes,

Name:

Title:

Telephone/Cell Phone #

Email: _____

G. Does your company conduct field safety inspections to determine compliance with applicable regulatory standards and company procedures?

Yes No

If yes, who conducts these inspections?

Name

Title

How Often?

H. Does your company have a written Safety and Health Policies, Program, and Procedure manual?

Yes No

If yes, please provide electronic copy (CD, USB Flash Drive or e-mail attachment) for review.

I. Has your company developed any job/site-specific policies and procedures manuals?

Yes No

If yes, please provide electronic copy (CD, USB Flash Drive or e-mail attachment) for review.

Maine Department of Transportation Safety Supplemental

J. Has your company developed and utilized an orientation program for new employees? New employees would include those persons who are new to each specific location.

Yes No

If yes, does it include instruction and/or training in the following areas?

| | Yes | No |
|---|--------------------------|--------------------------|
| 1. Personnel Protection Equipment | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Eye Protection | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Hearing Protection | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Respiratory Protection | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Fall Protection/Prevention | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Silica Exposure Control | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Lead Exposure Control | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Scaffolds/ Ladders/Aerial Lifts | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Working over or near Water | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Hot Work - Welding & Cutting | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Hand & Power Tool Safety | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Perimeter Guarding | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Fire Protection | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Emergency Response | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. First Aid Procedures | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Hazard Communications, as per OSHA 1910.1200, including Safety Data Sheets (SDS) | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Electrical Safety | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Lock-Out/Tag-Out Procedures | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Trenching and Excavation | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Substance Abuse | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. Rigging and Crane Safety | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. Confined Spaces | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. Work Zone Safety | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. Traffic Control (MUTCD) | <input type="checkbox"/> | <input type="checkbox"/> |
| 25. COVID-19 Response and Procedures | <input type="checkbox"/> | <input type="checkbox"/> |

K. Does your company have a formal Hazardous Communication program as per OSHA 1926.59 (1910.1200)?

Yes No

Please provide in its entirety (note: 1910.1200 was updated in 2013 and must include the Global Harmonization Standard).

L. Does your company have a foreman-supervisor's training program?

Yes No

Maine Department of Transportation Safety Supplemental

If yes, does it include instruction and/or training in the following areas?

| | Yes | No |
|--|--------------------------|--------------------------|
| 1. New Work/Work Site Orientation | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. First Aid | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Emergency Response Procedures | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Incident Investigation | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Hazard Communication | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Fire Protection and Prevention | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Conducting Craft Safety Meetings | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Safety Work Practices | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Job Safety/Hazard Analysis | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Where applicable, are foremen trained in Process Safety Management requirements as state in OSHA 1910.119? | <input type="checkbox"/> | <input type="checkbox"/> |

M. Are weekly craft safety meetings held? If yes, submit a sample of meeting notes

Yes No

N. Do you hire subcontractors?

Yes No

Do you use a subcontractor prequalification process?

If yes, please attach method used to qualify lower-tier subcontractors.

Yes No

O. Have you had an incident in the past three years that caused over \$50,000 in property damage?

Yes No

If YES, please provide full details of each such incident by attachment.

It is imperative that all contractors, subcontractors, and lower-tier contractors adhere to all applicable Federal, State, Local, and client safety rules and regulations.

Please print and sign below.

Title:

Date:

Sign:

MAINE DEPARTMENT OF TRANSPORTION
EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS OFFICE SUPPLEMENTAL

1. Please submit your written Affirmative Action Plan with goals & timetables to correct any manifest imbalance in your employment of women & minorities. **Plan must be signed by Company President or authorized representative & reflect current date.**
<http://law.justia.com/cfr/title23/23-1.0.1.3.8.1.1.12.2.html>
2. Please submit your Company's written sexual harassment policy that includes *sexual orientation. **Policy must be signed by Company President or authorized representative & reflect current date.**
<http://www.mainelegislature.org/legis/statutes/26/title26sec807.html>
* <http://www.mainelegislature.org/legis/statutes/5/title5sec4571.html>
3. Does your Company provide sexual harassment training to employees & supervisors? If yes, how often & by whom?
<http://www.mainelegislature.org/legis/statutes/26/title26sec807.html>
4. Please submit your Company's non-discrimination policy. **Policy must be signed by Company President or authorized representative and reflect current date.**
<http://law.justia.com/cfr/title23/23-1.0.1.3.8.1.1.12.2.html>
5. Within 5 years, has your Company had any findings of probable cause or court rulings of sexual harassment, discrimination, or other civil rights violations? If yes, please provide full details, including a summary statement of your position.
<http://law.justia.com/cfr/title23/23-1.0.1.3.8.1.1.12.2.html>
6. Does your company actively solicit bids/quotes from disadvantaged, minority, and/or women owned businesses? If no, why? Please refer to: Division 100–Appendix A-12 Federal Contract Provision Supplemental of the 2002 Standard Specification:
<http://maine.gov/mdot/contractors/publications/standardspec/>
7. Describe the procedure you use to ensure your company is in compliance with Disadvantaged Business Enterprise (DBE) requirements. Please refer to: Division 100–Appendix A-12 Federal Contract Provision Supplemental of the 2002 Standard Specification:
<http://maine.gov/mdot/contractors/publications/standardspec/>
8. Describe the procedure you use to ensure all subcontractors used by your company are in compliance with EEO laws.
9. Provide a list of all companies you solicit subcontract bids/quotes from.
10. What is the name of your company's EEO Officer.
<http://law.justia.com/cfr/title23/23-1.0.1.3.8.1.1.12.2.html>
11. Provide a job description that outlines all EEO duties of your company EEO Officer.
12. What percentage of that person's time is spent on EEO duties?
13. Complete the attached Company Construction Workforce (EEO-1 Report)

**MAINE DEPARTMENT OF TRANSPORTATION
EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS SUPPLEMENTAL**

Company Construction Workforce Report (EEO-1 Report)

Company name _____
Year covered by report _____

Report of employment statistics for the entire company workforce, by number of employees for each craft during the last calendar year.

| POSITION | TOTAL EMPLOYEES | WHITE MALES | FEMALES | HISPANIC | AMERICAN INDIAN OR ALASKAN NATIVE | ASIAN OR PACIFIC ISLANDER | BLACK | DISABLED | # OF RECALLS |
|-----------------------|-----------------|-------------|---------|----------|-----------------------------------|---------------------------|-------|----------|--------------|
| Superintendent | | | | | | | | | |
| Operating Engineer | | | | | | | | | |
| Equipment Operator | | | | | | | | | |
| Mechanics | | | | | | | | | |
| Truck Drivers | | | | | | | | | |
| Ironworkers/Re-Rod | | | | | | | | | |
| Carpenters | | | | | | | | | |
| Const. Worker Bridge | | | | | | | | | |
| Const. Worker Highway | | | | | | | | | |
| Pipelayer | | | | | | | | | |
| Bridge-Maint. Worker | | | | | | | | | |
| Laborer, Semi-Skilled | | | | | | | | | |
| Laborer, Unskilled | | | | | | | | | |
| Foreperson, Bridge | | | | | | | | | |
| Foreperson, Highway | | | | | | | | | |
| Welder | | | | | | | | | |
| Other: | | | | | | | | | |

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
MARINE DOCK, PIER, BRIDGE & FACILITIES
REPAIR AND REHABILITATION

Contractors desiring to perform Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation and related work, except Capital Projects, bid or ordered between the dates given in the Special Provisions for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation must submit a properly completed Application by the date in the notice and sign a contract unless one of the exceptions to prequalification listed below of this Procedure applies.

All Contractors must be prequalified in accordance with the provisions of this Procedure to be eligible to be awarded a Contract, EXCEPT that such prequalification is not required if:

1. the estimate of work is \$ 5,000 or less;
2. the Contractor is contracted pursuant to a separate process specific to that project such as private equipment rental;
3. the Department waives the requirement for prequalification for good cause shown and in the best interest of the State.

The Bidder must honestly, accurately and completely supply all information requested in the Application. Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be “Not Qualified” or disqualified as non-responsive. A Committee shall review all information provided in the Application. Whenever the Committee determines that the nature or extent of the information provided in the Application is insufficient or indicates that the Bidder is not qualified, the Committee will, contact the Bidder to seek additional information. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

The qualifications submitted will be checked for general conformance with the concept of the projects and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor’s duty to comply with the contract documents.

The Committee shall evaluate all the information provided or obtained as a whole on a pass-fail basis to determine whether the Bidder is responsible and qualified. In doing so, the Committee will use the following descriptive categories.

Based on these submissions, the Department will make one of the following determinations:

QUALIFIED: Bidder qualified and submission reviewed. Sufficient information exists to determine that the Bidder is likely to respond to an

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
MARINE DOCK, PIER, BRIDGE & FACILITIES
REPAIR AND REHABILITATION

emergency and construct acceptable repairs in a timely manner using acceptable processes.

NOT QUALIFIED: Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable and/or the information demonstrates that it is unlikely that the Bidder can respond to an emergency or construct acceptable repairs in a timely manner using acceptable processes, as determined by the Department.

Grounds for Determination of “Not Qualified”

A finding by the Committee based upon substantial evidence that any one of the following conditions exists shall be sufficient grounds, though not mandatory grounds, for an overall determination of “Not Qualified”. The Department will approve all Committee findings of “Not Qualified.”

- (1) Not meeting contract Contractor Requirements.
- (2) Unsatisfactory and/or insufficient Bidder experience.
- (3) Number of personnel with applicable knowledge and experience significantly below industry standards.
- (4) Insufficient equipment to respond to emergencies.
- (5) Unlikely to respond and have Personnel and equipment on site within four hours.
- (6) Safety record, environmental record or civil rights record significantly below industry standards.
- (7) No Safety Plan or an unacceptable Safety Plan.
- (8) A denial of prequalification or award of contract, disbarment, or other irregularities with respect to any federal, state, or local government or procurement agencies.
- (9) A pattern of unsupported Claims.
- (10) Deceptive, evasive, misleading or fraudulent statements, or omissions contained in the Application, or otherwise regarding a claim on prior Contracts, on the Contractor’s Prequalification Application, or the Post-Bid Qualifications submittals.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
MARINE DOCK, PIER, BRIDGE & FACILITIES
REPAIR AND REHABILITATION

- (11) Default(s) or termination(s) on past or current Contracts.
- (12) Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- (13) Failure to provide Closeout Documentation on past or current Contracts.
- (14) Failure to fulfill warranty obligations on past or current Contracts.
- (15) Failure to comply with directives of the Department on past or current Contracts.
- (16) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- (17) Failure to accept an Award of a Contract made by the Department to the Contractor.
- (18) Failure to provide information requested by the Department pursuant to this Special Provision.
- (19) Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- (20) Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- (21) Conviction of a bid or other crime or indictment with substantial evidence regarding the same.
- (22) Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.
- (23) Other substantial deficiencies that are clearly below industry standards and that clearly demonstrate that the Contractor is "Not Qualified".

If the Bidder is found to be qualified, the Department will deliver to the Bidder a "Notice of Prequalification". Once a Bidder has furnished Certificates of Insurance complying with the Standard Specifications and any other pre-executions conditions are met, the Department may

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
MARINE DOCK, PIER, BRIDGE & FACILITIES
REPAIR AND REHABILITATION

execute and award a contract. If the Department determines that the Bidder is not qualified, said Notice will also set forth the specific reasons therefore to the extent practical and no contract will be awarded.

Appeals and Definitions will be those described in the Maine Department of Transportation Contractor's Prequalification Procedure.

SPECIAL PROVISIONS
For
MARINE DOCK, PIER, BRIDGE AND FACILITIES
REPAIR AND REHABILITATION

Scope

The Maine Department of Transportation, Bureau of Maintenance & Operations is accepting prequalification applications from Contractors desiring to perform or bid on Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation. Work may be ordered by the Department after December 11, 2020 or contract execution, whichever is latest, and before **November 30, 2024**. The Contractor agrees to complete all Work, except warranty work, on or before **December 31, 2024**. The Contractor shall complete all Work, except warranty work, on or before the Completion Date given in the Assignment Letter.

Not all Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation will be done under these contracts. Capital Projects will be excluded. Work will also be done by the Department, under private equipment rental agreements, MaineDOT Agreement for Special Services and other means not associated with this solicitation. The dollar amount of this Contract is in no way a guarantee that the Department will Assign Work for any or all of the total amount.

Contractor Requirements

The Contractor shall be prequalified by the Maine DOT for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation.

The Department may require the Bidder to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

The Contractor shall have successfully completed projects of similar size and scope and have sufficient experience in marine dock, pier, bridge and facilities repair, rehabilitation or construction, or the maintenance of machine operated moveable bridges. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years. Areas of experience shall include, but are not limited to, Work performed in or around water bodies in compliance with standards set by the Maine Department of Environmental Protection (MDEP). The Contractor must demonstrate or have demonstrated knowledge and experience involving Coast Guard regulations for navigable waterways including 33 CFR 117.

A Contractor must furnish Certificates of Insurance complying with the Standard Specifications prior to award.

The Contractor shall perform the Work described in the Assignment Letters in a timely and efficient manner in compliance with the Assignment, specifications and this Contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder must have a current, compliant and applicable Safety Plan on file with the Department or must submit, prior to prequalification, an acceptable, current, project specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

Assignments

The Contract will obligate each Contractor to perform work pursuant to an Assignment depending upon the needs of the Department and according to the following terms.

As scheduled work with an estimate of \$10,000.00 or more arises, the Department will prepare a bid solicitation stating the nature of the Work, method of payment, and any time constraints. This will be sent to all Contractors under contract and prequalified for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive. The Work will be given to the lowest prequalified bidder with the ability to complete the Work (the "Assignment") in the allotted time. An Assignment Letter will then be sent to the successful bidder stating the price, payment, and schedule. The Work described in this letter will become part of the Contract.

If work arises for which the Contractor is responsible for traffic control, only prequalified contractors, that have previously submitted compliant Traffic Control Plans to the Department and with prior experience performing work in live traffic in accordance to the Manual on Uniform Traffic Control Devices (MUTCD) may bid.

As scheduled work with an estimate of less than \$10,000.00 arises, the Department will solicit quotes from a minimum of three Contractors prequalified for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation. If a submitted quote contains any additional conditions or alternate language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive. The Work will be given to the lowest prequalified bidder with the ability to complete the Work (the "Assignment") in the allotted time. The Department and the

Contractor shall mutually agree to the price, quantities and schedules prior to the Contractor beginning the Assignment. This Work will become part of the Contract.

In the case an emergency arises for which the response time does not allow for the preparation a bid solicitation, that the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one of the Contractors Prequalified for Marine Dock, Pier, Bridge and Facilities Repair and Rehabilitation. The Department will select a Contractor to call based on an evaluation of rates, experience and equipment, geographic proximity, response time and determination of what is in the best interest of the State. Upon mutual agreement, an Assignment Letter will then be sent stating the price, payment, and time. The Work (the "Assignment") described in this letter will become part of the Contract.

The Assignment Completion Date shall be the required completion date of all work pursuant to the Assignment and any authorized extensions provided by the Department in writing. All Work for each Assignment must be completed by the Assignment Completion Date.

Except as expressly provided otherwise in this Contract, the Contractor or, in case of default, its Surety, shall owe the Department the per diem amount specified in Section 107.7.2 - Schedule of Liquidated Damages, as well as any per diem amount of Supplemental Liquidated Damages as specified in the Assignment, for each Calendar Day that any portion of the Work remains incomplete after the Assignment Completion Date. Should the Contractor fail to complete the Work by the Assignment Completion Date, a deduction of the amount stipulated in the Contract as Liquidated and Supplemental Liquidated Damages will be made for each and every Calendar Day that such Work remains uncompleted. This amount will be deducted from any money due the Contractor under the Contract, and the Contractor will be liable for any Liquidated and Supplemental Liquidated Damages in excess of the amount due. Permitting the Contractor to continue and finish the work or any part thereof after the expiration of the Assignment Completion Date shall in no way operate as a waiver on the part of the Department of its rights to assess and recover Liquidated and Supplemental Liquidated Damages, or any other rights, under the Contract.

For each Assignment, Completion of Physical Work for the Assignment occurs when the Work in the Assignment is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the Completion of Physical Work for the Assignment.

The Assignment will be Finally Accepted upon receipt and approval of the itemized invoice, and, when applicable, Certified Payroll Reports, the All Bills Paid Letter, and a Materials Certification letter.

If the Contractor fails to resolve issues and deliver the above documentation, within 30 Days of Completion Physical Work for the Assignment, the Department may

withhold payment and the Contractor may be refused the opportunity to accept future assignments under the Contract.

Insurance. The Contractor shall supply proof of insurance in accordance with State of Maine, Department of Transportation, *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* before this Contract will be signed by the MDOT.

Allowable Work Times. Unless otherwise authorized, the Contractor shall perform work only during the following times Monday through Friday, 7:00 through 4:00 PM except for they may not work on holidays as defined in Appendix B nor state government closure days. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

Contractor's Safety Program. If a copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit, prior to prequalification, a project specific Safety Plan to the Regional Office of the Department. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.

Wage Rates. If an Assignment exceeds \$50,000, State Wage Rates will apply to that Work. Federal Wage Rates do not apply to Work performed under the Assignment.

Bonds. In the event an Assignment exceeds \$125,000 and the work consists of the construction or repair, payment and performance bonds shall be required prior to the Contractor being assigned the work. Bonds shall not be required for emergency work.

Invoices and Payment. The Contractor shall submit an itemized invoice to the Department for services monthly, at the completion of the Work or as otherwise noted in the Assignment Letter 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 the Work.
- Amount Due

The Department pay based upon complete, correct and approved invoices for accepted Work invoiced at bid prices. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. 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 Department may withhold payments claimed by the Contractor on account of:

- Incomplete or incorrect invoices
- Defective or Non-conforming Work.
- Damage to a third party.
- Claims filed or reasonable evidence indicating probable filing of claims.
- The Contractor's failure pay Employees, Suppliers and/or Subcontractors.
- Regulatory non-compliance or enforcement.
- All other causes that the Department reasonably determines negatively affect the State's interest.

Taxes and Fees. The Contractor shall pay all taxes, charges, fees, and allowances. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax.

Termination. The Department may terminate this Contract with or without cause upon 7 days written notice. Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices.

Failure to Perform. If for any reason the Contractor is unable to complete the Work specified in the Assignment or Contract in an acceptable manner, fails to provide labor or Equipment, fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work, fails to perform Work when required in the Assignment, performs Work in an unsatisfactory manner, or fails to meet other contractual requirements the Department may give written Notice of Default to the Contractor, which will outline the required remedies. Any delay by the Department in providing a written Notice of Default shall in no way constitute a waiver by the Department of any provision of the Contract. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed.

In addition the Department may complete the work with its own forces or enter into an Assignment with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner.

Default and Termination of Assignment The Contractor is in Default of the Assignment if the Contractor:

- A. Fails to adhere to obligations of the Assignment or Contractor Requirements.
- B. Fails to answer or reply to the Department within ½ hour of emergency notification of work.
- C. Fails to commence work or be onsite within 2 hours after accepting an emergency assignment.
- D. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- E. After work on assignment has commenced, fails to continuously work on assignment without Department approval.
- F. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- G. Continues to perform Work after the Department directs that Work be stopped.

If Default and Termination of Assignment occurs, the Department may give written Notice of Default and Termination of Assignment to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may award the Assignment to another Contractor for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Assignment in an acceptable and timely manner.

Upon receiving a 2nd Default and Termination of Assignment, the Department may, in addition, consider this 2nd notification as a Default and Termination of Contract 2nd Incident written warning.

Default and Termination of Contract The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Assignment or Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment,
- C. Fails to perform Work when specified in the Assignment.
- D. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Discontinues the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1st Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 days upon receipt of verbal warning, for an emergency Assignment within 2 hours after notification the Department will issue a written warning.

2nd Incident: The Department will issue a written warning.

3rd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract (C) for if an emergency will count as 1st incident and no time to cure.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Assignment in an acceptable and timely manner. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“All Prequalified Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder, that is Awarded the Contract. The Department may not execute the Contract with an Apparent Successful Bidder if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

“All responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidders.”

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project location, Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Prequalification Application, 2 copies of the completed Contract form, and any other

Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder’s Bid is read at Bid Opening.”

102.11.2 Curable Bid Defects Revise this section by adding the following:

“The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Application.” and “If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.5 Award Conditions Replace the first paragraph with the following:

Apparent Successful Bidder(s) must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

A copy of the Contractor's Health and Safety Plan must be on file with the Department to be awarded a Contract. If a copy of the Contractor's Health and Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit a compliant copy of the Contractor's Health Safety Plan to the Department's Bureau of Maintenance & Operations in an electronic media format prior to Prequalification and Contract award.

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

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

**2020 Fair Minimum Wage Rates
Heavy & Bridge Statewide**

| Occupation Title | <u>Minimum</u> | | | Occupation Title | <u>Minimum</u> | | |
|--------------------------------------|----------------|----------------|--------------|----------------------------------|----------------|----------------|--------------|
| | <u>Wage</u> | <u>Benefit</u> | <u>Total</u> | | <u>Wage</u> | <u>Benefit</u> | <u>Total</u> |
| Asphalt Raker | \$16.00 | \$0.00 | \$16.00 | Laborers (Helpers & Tenders) | \$18.50 | \$3.54 | \$22.04 |
| Backhoe Loader Operator | \$26.00 | \$8.61 | \$34.61 | Laborer - Skilled | \$20.00 | \$4.15 | \$24.15 |
| Boom Truck (Truck Crane) Operator | \$27.81 | \$6.75 | \$34.56 | Line Erector Power/Cable Splicer | \$31.00 | \$3.56 | \$34.56 |
| Bricklayer | \$24.50 | \$4.47 | \$28.97 | Loader Operator - Front-End | \$23.00 | \$3.76 | \$26.76 |
| Bulldozer Operator | \$22.00 | \$4.70 | \$26.70 | Mechanic- Maintenance | \$21.00 | \$4.15 | \$25.15 |
| Carpenter | \$25.01 | \$5.45 | \$30.46 | Mechanic- Refrigeration | \$27.00 | \$4.21 | \$31.21 |
| Carpenter - Rough | \$22.00 | \$3.97 | \$25.97 | Millwright | \$31.32 | \$6.89 | \$38.21 |
| Cement Mason/Finisher | \$18.00 | \$0.72 | \$18.72 | Painter | \$25.50 | \$3.74 | \$29.24 |
| Communication Equip Installer | \$24.00 | \$2.61 | \$26.61 | Pipe/Steam/Sprinkler Fitter | \$29.09 | \$17.36 | \$46.45 |
| Comm Trans Microwave & Cell | \$21.43 | \$2.96 | \$24.39 | Pipelayer | \$28.25 | \$6.81 | \$35.06 |
| Crane Operator =>15 Tons) | \$30.75 | \$8.05 | \$38.80 | Plumber (Licensed) | \$26.00 | \$4.50 | \$30.50 |
| Diver | \$24.00 | \$3.12 | \$27.12 | Plumber Helper/Trainee | \$19.00 | \$2.98 | \$21.98 |
| Earth Auger Operator | \$26.65 | \$6.12 | \$32.77 | Propane/Natural Gas Serv/Install | \$32.00 | \$9.23 | \$41.23 |
| Electrician - Licensed | \$31.91 | \$8.64 | \$40.55 | Rigger | \$23.00 | \$7.10 | \$30.10 |
| Electrician Helper/Cable Puller | \$19.00 | \$5.10 | \$24.10 | Roller Operator - Earth | \$16.43 | \$2.69 | \$19.12 |
| Excavator Operator | \$25.88 | \$4.16 | \$30.04 | Roller Operator - Pavement | \$20.25 | \$3.56 | \$23.81 |
| Fence Setter | \$18.00 | \$1.30 | \$19.30 | Screed/Wheelman | \$18.50 | \$2.45 | \$20.95 |
| Flagger | \$13.00 | \$0.00 | \$13.00 | Sheet Metal Worker | \$26.56 | \$6.03 | \$32.59 |
| Grader/Scraper Operator | \$22.00 | \$2.16 | \$24.16 | Truck Driver - Light | \$16.00 | \$0.44 | \$16.44 |
| Industrial Truck (Forklift) Operator | \$29.07 | \$6.63 | \$35.70 | Truck Driver - Medium | \$19.00 | \$1.97 | \$20.97 |
| Ironworker - Ornamental | \$22.30 | \$22.37 | \$44.67 | Truck Driver - Heavy | \$20.00 | \$1.79 | \$21.79 |
| Ironworker - Reinforcing | \$29.01 | \$6.57 | \$35.58 | Truck Driver - Tractor Trailer | \$26.78 | \$6.42 | \$33.20 |
| Ironworker - Structural | \$21.75 | \$4.55 | \$26.30 | | | | |

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


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

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

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

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

A true copy

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

2020 STANDARD DETAIL UPDATES

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

| <u>Detail #</u> | <u>Description</u> | <u>Revision Date</u> |
|------------------------|-------------------------------------|-----------------------------|
| 802(05) | Roadway Culvert End Slope Treatment | 1/03/2017 |

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

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

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

SECTION 401
HOT MIX ASPHALT PAVEMENT

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

SECTION 502
STRUCTURAL CONCRETE

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

502.10 Placing Concrete

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

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

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

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

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

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

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

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

SECTION 506 SHOP APPLIED PROTECTIVE COATING – STEEL

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

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

SECTION 606 GUARDRAIL

Amend this section by replacing it with the following:

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

31” W-Beam Guardrail - Mid-Way Splice

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

Thrie Beam

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

| <u>Pay Item</u> | | <u>Pay Unit</u> |
|-----------------|--|-----------------|
| 606.1301 | 31” W-Beam Guardrail - Mid-Way Splice – Single Faced | Linear Foot |
| 606.1302 | 31” W-Beam Guardrail - Mid-Way Splice – Double Faced | Linear Foot |
| 606.1303 | 31” W-Beam Guardrail - Mid-Way Splice, 15’ Radius and Less | Linear Foot |
| 606.1304 | 31” W-Beam Guardrail - Mid-Way Splice, Over 15’ Radius | Linear Foot |
| 606.1305 | 31” W-Beam Guardrail - Mid-Way Splice Flared Terminal | Each |
| 606.1306 | 31” W-Beam Guardrail - Mid-Way Splice Tangent Terminal | Each |
| 606.1307 | Bridge Transition (Asymmetrical) – Type IA | Each |
| 606.1721 | Bridge Transition - Type I | Each |
| 606.1722 | Bridge Transition - Type II | Each |
| 606.1731 | Bridge Connection - Type I | Each |

| | | |
|----------|--|-------------|
| 606.1732 | Bridge Connection - Type II | Each |
| 606.178 | Guardrail Beam | Linear Foot |
| 606.25 | Terminal Connector | Each |
| 606.257 | Terminal Connector - Thrie Beam | Each |
| 606.259 | Anchorage Assembly | Each |
| 606.265 | Terminal End-Single Rail - Galvanized Steel | Each |
| 606.266 | Terminal End-Single Rail - Corrosion Resistant Steel | Each |
| 606.275 | Terminal End-Double Rail - Galvanized Steel | Each |
| 606.276 | Terminal End-Double Rail - Corrosion Resistant Steel | Each |
| 606.353 | Reflectorized Flexible Guardrail Marker | Each |
| 606.354 | Remove and Reset Reflectorized Flexible Guardrail Marker | Each |
| 606.356 | Underdrain Delineator Post | Each |
| 606.358 | Guardrail, Modify | Linear Foot |
| 606.362 | Guardrail, Adjust | Linear Foot |
| 606.365 | Guardrail, Remove, Modify, and Reset | Linear Foot |
| 606.366 | Guardrail, Remove and Reset | Linear Foot |
| 606.367 | Replace Unusable Existing Guardrail Posts | Each |
| 606.47 | Single Wood Post | Each |
| 606.48 | Single Galvanized Steel Post | Each |
| 606.50 | Single Steel Pipe Post | Each |
| 606.51 | Multiple Mailbox Support | Each |
| 606.568 | Guardrail, Modify - Double Rail | Linear Foot |
| 606.63 | Thrie Beam Rail Beam | Linear Foot |
| 606.64 | Guardrail Thrie Beam - Double Rail | Linear Foot |
| 606.65 | Guardrail Thrie Beam - Single Rail | Linear Foot |
| 606.66 | Terminal End Thrie Beam | Each |
| 606.70 | Transition Section - Thrie Beam | Each |
| 606.71 | Guardrail Thrie Beam - 15 ft radius and less | Linear Foot |
| 606.72 | Guardrail Thrie Beam - over 15 ft radius | Linear Foot |
| 606.73 | Guardrail Thrie Beam - Single Rail Bridge Mounted | Linear Foot |
| 606.74 | Guardrail - Single Rail Bridge Mounted | Linear Foot |
| 606.753 | Widen Shoulder for Low Volume Guardrail End | Each |
| 606.754 | Widen Shoulder for Flared Guardrail Terminal | Each |
| 606.78 | Low Volume Guardrail End | Each |
| 606.80 | Buried-in-Slope Guardrail End | Each |

SECTION 609 CURB

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

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

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

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

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

“The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the Concrete Fill shall meet the requirements of 609.02.”

SECTION 618 SEEDING

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

SECTION 626 FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

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

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

SECTION 645 HIGHWAY SIGNING

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

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

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

SECTION 652
MAINTENANCE OF TRAFFIC

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

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

SECTION 681
PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

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

SECTION 703
AGGREGATES

Add the following to Section 703 - Aggregates

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves |
|-------------------|---|
| 3/8 inch | 85-100 |
| No. 200 | 0-5.0 |

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval...” and replace with “The material shall have a minimum degradation value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T 113T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed), except that the test shall be performed on the reported degradation value will be the result of testing a single specimen from that portion of the sample that passes the 1/2 in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material, minus any reclaimed asphalt pavement used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. If AASHTO T 96 is used for acceptance of the material, the material shall be retested at intervals of 25%, 50% and 75% completion of the course.

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

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

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves | |
|-------------------|---|--------|
| | Type A | Type B |
| 1/2 inch | 45-70 | 35-75 |
| 1/4 inch | 30-55 | 25-60 |
| No. 40 | 0-20 | 0-25 |
| No. 200 | 0-6.0 | 0-6.0 |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 4: Maximum Percent RAP According to Test Results

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

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

Table 5: RAP Verification Limits

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

For specification purposes, RAP will be categorized as follows:

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

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

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

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

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

SECTION 710 FENCE AND GUARDRAIL

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

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

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

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

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

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

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

Revise the next paragraph so that it reads:

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

SECTION 712 MISCELLANEOUS HIGHWAY MATERIAL

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

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

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

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

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

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

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

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

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