

**Prequalification Application
For
Garage and Overhead Door
Repair, Replacement, Maintenance and
Installation**

Updated 10/18/07

STATE PROJECT

INSTRUCTIONS

1. Complete the forms with pen and ink.
2. The following are to be completed and returned:
 - a. A copy of the Notice to Contractors
 - b. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - c. The completed Application
 - d. The completed Acknowledgement of Bid Amendments form
 - e. The completed Contractor Information sheet
3. For security and other reasons, all Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title:

Town:

Date of Application Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

Title:

Town:

Date of Application Opening:

Name of Contractor:

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

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

4. If a package is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable.

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 a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

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

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

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

Sealed Applications addressed to the Maine Department of Transportation, 16 State House Station, Augusta, Maine 04333-0016 and endorsed on the wrapper "**Prequalification Application for Garage and Overhead Door Repair, Replacement, Maintenance and Installation**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine until 11:00 o'clock A.M. (prevailing time) on **February 13, 2008**.

Description: Prequalification Application for Garage and Overhead Door Repair, Replacement, Maintenance and Installation

Location: Statewide

Outline of Work: Contractors desiring to bid on Garage and Overhead Door Repair, Replacement, Maintenance and Installation contracts between February, 2008 and January 31, 2011 must prepare and submit this application and become prequalified by the Maine Department of Transportation. The intent of this proposal is to receive numerous applications for Services. Contracts will be entered into with multiple Contractors. As work arises, the Department will prepare a bid solicitation. This will be sent to all Contractors prequalified for **Garage and Overhead Door Repair, Replacement, Maintenance and Installation**. Contractors are not required to bid on all solicitations. The Work will be given to the lowest prequalified bidder with the ability to complete the Work in the allotted time. An Assignment Letter will then be sent to the successful bidder. The Work described in this letter will become part of the Contract.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the Application. For specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Monday prior to the opening date will not be answered. **There will be no Bid Bond, Performance Bond or Payment Bond required.** Applicants shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Application forms may be seen at the Maine DOT Building in Augusta, Maine. They may be obtained from the Department between the hours of 8:00 a.m. to 4:30 p.m., Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016 at no cost. They also may be obtained by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m.

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

This Contract is subject to all applicable Federal Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the MDOT to reject any or all applications.

Augusta, Maine
January 23, 2008



Michael Burns
Assistant Director
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/comprehensive-list-projects/project-information.php> It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

| Amendment Number | Date |
|------------------|------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

CONTRACT AGREEMENT, OFFER & AWARD

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

_____ 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 Assignment Letter including Extra Work in conformity with the Assignment Letter, for **Garage and Overhead Door Repair, Replacement, Maintenance and Installation** in the State of **Maine**. The Work includes construction, maintenance during construction, warranty as provided, 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 Assignment Letter.

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 listed in the Assignment Letter. All work under this Contract must be completed by **January 31st, 2011.**

C. Price.

The original Contract amount is **Three Hundred Thousand Dollars and no cents \$300,000.00.** The Contract amount of individual Assignment Letters will be determined by the lowest responsive bid received from all Contractors Prequalified in the Work. The Maine DOT 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, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, do(es) hereby offer to enter into this contract to supply all the materials, tools, equipment, supervision and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the prices in the Assignment Letter.

The Offeror agrees to perform the work required at the price specified in accordance with the bids provided in the Assignment Letter in strict accordance with the terms of this solicitation, and to provide the appropriate insurance.

As Offeror also agrees:

First: To do any extra work, not covered by the Assignment Letters, which may be ordered, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To complete the Work within the time limits given in the Assignment Letter

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael Burns, Assistant Director
Bureau of Maintenance and Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

_____ 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 Assignment Letter including Extra Work in conformity with the Assignment Letter, for **Garage and Overhead Door Repair, Replacement, Maintenance and Installation** in the State of **Maine**. The Work includes construction, maintenance during construction, warranty as provided, 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 Assignment Letter.

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 listed in the Assignment Letter. All work under this Contract must be completed by **January 31st, 2011.**

C. Price.

The original Contract amount is **Three Hundred Thousand Dollars and no cents \$300,000.00.** The Contract amount of individual Assignment Letters will be determined by the lowest responsive bid received from all Contractors Prequalified in the Work. The Maine DOT 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, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, do(es) hereby offer to enter into this contract to supply all the materials, tools, equipment, supervision and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the prices in the Assignment Letter.

The Offeror agrees to perform the work required at the price specified in accordance with the bids provided in the Assignment Letter in strict accordance with the terms of this solicitation, and to provide the appropriate insurance.

As Offeror also agrees:

First: To do any extra work, not covered by the Assignment Letters, which may be ordered, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To complete the Work within the time limits given in the Assignment Letter

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael Burns, Assistant Director
Bureau of Maintenance and Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

Contractor ABC INC.

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Assignment Letter including Extra Work in conformity with the Assignment Letter, for **Garage and Overhead Door Repair, Replacement, Maintenance and Installation** in the State of **Maine**. The Work includes construction, maintenance during construction, warranty as provided, 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 Assignment Letter.

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 listed in the Assignment Letter. All work under this Contract must be completed by **January 31st, 2011.**

C. Price.

The original Contract amount is **Three Hundred Thousand Dollars and no cents \$300,000.00.** The Contract amount of individual Assignment Letters will be determined by the lowest responsive bid received from all Contractors Prequalified in the Work. The Maine DOT 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, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, do(es) hereby offer to enter into this contract to supply all the materials, tools, equipment, supervision and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the prices in the Assignment Letter.

The Offeror agrees to perform the work required at the price specified in accordance with the bids provided in the Assignment Letter in strict accordance with the terms of this solicitation, and to provide the appropriate insurance.

As Offeror also agrees:

First: To do any extra work, not covered by the Assignment Letters, which may be ordered, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To complete the Work within the time limits given in the Assignment Letter

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

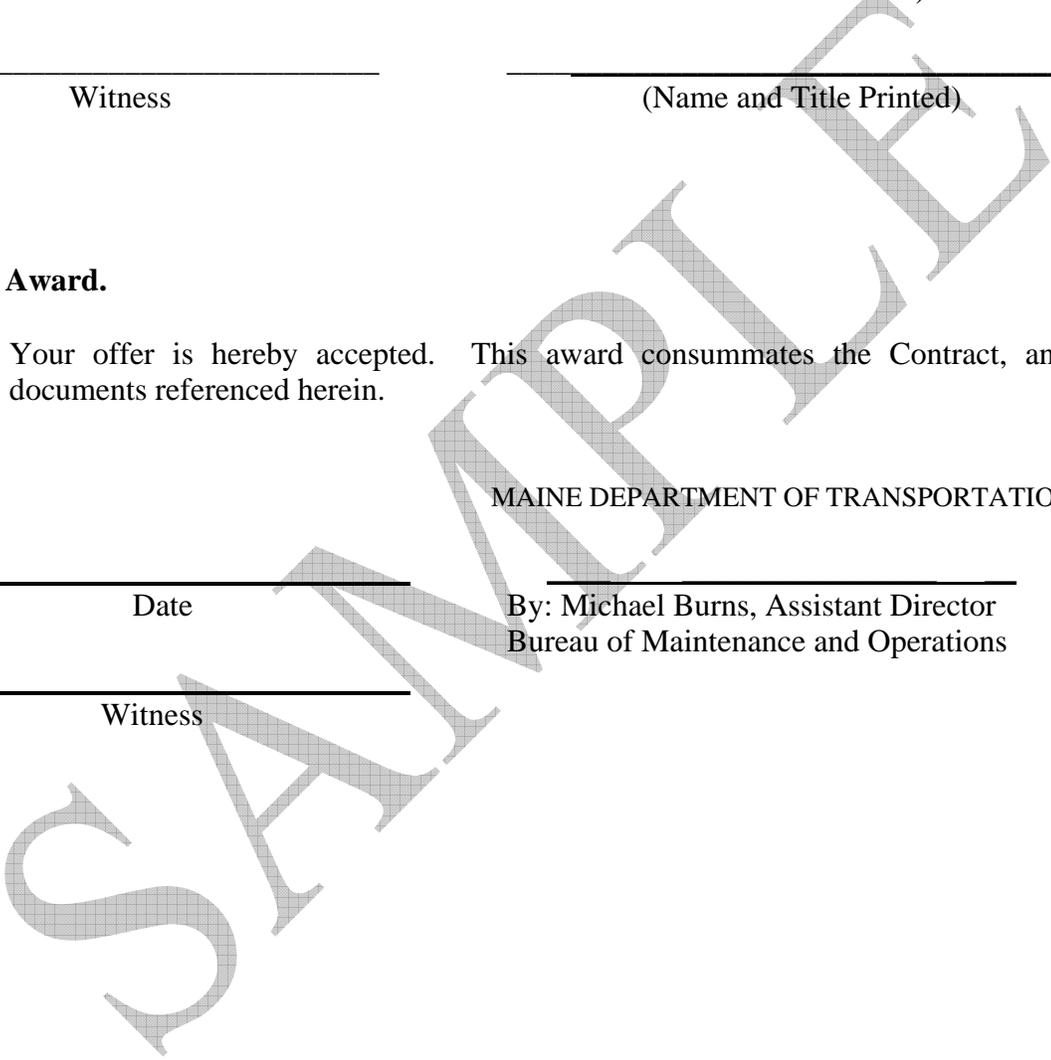
Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael Burns, Assistant Director
Bureau of Maintenance and Operations

Witness



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

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

Title of Project ----- Garage and Overhead Door Replacement, Repair, Maintenance & Installation

Location of Project -- Statewide

**2008 Fair Minimum Wage Rates
 Building 2 Statewide
 (other than 1 or 2 family homes)**

| Occupation Title | Minimum | | | Occupation Title | Minimum | | |
|------------------------------|---------|---------|---------|------------------------------|---------|---------|---------|
| | Wage | Benefit | Total | | Wage | Benefit | Total |
| Asbestos Abatement Wrkr | \$15 75 | \$1 42 | \$17 17 | Ironworker Reinforcing | \$20 15 | \$15 45 | \$35 60 |
| Assembler Metal Bldg | \$14 13 | \$2 18 | \$16 31 | Ironworker - Structural | \$20 15 | \$12 95 | \$33 10 |
| Backhoe Loader Operator | \$13 25 | \$1 72 | \$14 97 | Laborers/Helper/Tender | \$12 67 | \$0 68 | \$13 35 |
| Boom Truck Operator | \$27 22 | \$15 16 | \$42 38 | Laborer - Skilled | \$14 50 | \$1 94 | \$16 44 |
| Bricklayer | \$23 00 | \$2 54 | \$25 54 | Loader Op Front End | \$15 00 | \$2 25 | \$17 25 |
| Bulldozer Operator | \$16 00 | \$2 76 | \$18 76 | Mechanic Maintenance | \$21 11 | \$2 90 | \$24 01 |
| Carpenter | \$17 50 | \$2 22 | \$19 72 | Mechanic Refrgeration | \$19 75 | \$3 30 | \$23 05 |
| Carpenter Acoustical | \$13 30 | \$1 78 | \$15 08 | Millwright | \$19 95 | \$2 87 | \$22 82 |
| Carpenter - Rough | \$13 50 | \$2 10 | \$15 60 | Oil/Fuel Burner Serv & Instr | \$19 84 | \$4 04 | \$23 88 |
| Cement Mason/Finisher | \$16 00 | \$0 71 | \$16 71 | Painter | \$13 00 | \$0 70 | \$13 70 |
| Commun Equip Installer | \$23 00 | \$3 08 | \$26 08 | Paperhanger | \$13 25 | \$0 00 | \$13 25 |
| Concrete Mixing Plant Op | \$15 85 | \$5 98 | \$21 83 | Paver - Bituminous | \$15 50 | \$1 32 | \$16 82 |
| Concrete Pump Operator | \$19 00 | \$2 89 | \$21 89 | Pile Driver Operator | \$20 41 | \$4 24 | \$24 65 |
| Crane Operator <15 Tons | \$18 00 | \$2 02 | \$20 02 | Pipe/Stm/Sprkler Fitter | \$19 55 | \$5 25 | \$24 80 |
| Crane Operator =>15 Tons | \$22 00 | \$1 99 | \$23 99 | Plumber (Licensed) | \$21 00 | \$5 58 | \$26 58 |
| Crusher Plant Operator | \$14 06 | \$1 94 | \$16 00 | Plumber Hlpr/Trainee (Lic) | \$15 30 | \$5 47 | \$20 77 |
| Driller Well | \$13 50 | \$0 99 | \$14 49 | Pump Installer | \$16 00 | \$1 62 | \$17 62 |
| Dry Wall Applicator | \$20 00 | \$0 00 | \$20 00 | Roller Operator - Earth | \$13 25 | \$4 08 | \$17 33 |
| Dry-Wall Taper & Finisher | \$19 50 | \$0 00 | \$19 50 | Roller Operator Pavement | \$15 75 | \$4 75 | \$20 50 |
| Electrician | \$21 29 | \$6 53 | \$27 82 | Roofer | \$15 00 | \$1 01 | \$16 01 |
| Electrician Hlpr (Licensed) | \$14 50 | \$2 56 | \$17 06 | Sheet Metal Worker | \$15 70 | \$3 19 | \$18 89 |
| Elevator Constrctr/Installer | \$44 20 | \$15 74 | \$59 94 | Sider | \$15 50 | \$0 23 | \$15 73 |
| Excavator Operator | \$15 00 | \$1 82 | \$16 82 | Tile Setter | \$20 00 | \$3 68 | \$23 68 |
| Fence Setter | \$12 00 | \$0 00 | \$12 00 | Truck Driver Light | \$14 50 | \$1 77 | \$16 27 |
| Floor Layer | \$13 13 | \$0 40 | \$13 53 | Truck Driver Medium | \$13 30 | \$3 99 | \$17 29 |
| Glazier | \$15 00 | \$3 04 | \$18 04 | Truck Driver Heavy | \$12 25 | \$0 79 | \$13 04 |
| Insulation Installer | \$15 50 | \$2 03 | \$17 53 | Truck Dvrer Tractor Trailer | \$14 00 | \$3 24 | \$17 24 |

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.

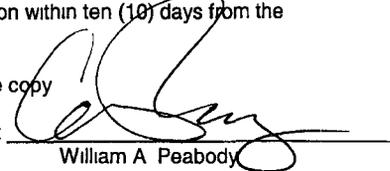
Welders are classified in the trade to which the welding is incidental.

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.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et seq, by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

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 with the Secretary of State.

Determination No B2-004 2008
 Filing Date *January 16, 2008*
 Expiration Date 12-31-2008

A true copy
 Attest 
 William A. Peabody
 Director
 Bureau of Labor Standards

BLS 424BU (R2008) (Building 2 Statewide)

SPECIAL PROVISIONS

- The Contractor shall be prequalified by the MaineDOT for **Garage and Overhead Door Repair, Replacement, Maintenance and Installation.**
- The Contractor shall perform the Work described in the Assignment Letters in a timely and efficient manner. Failure to do so may result in the termination of this Contract.
- The dollar limit of this Contract is a maximum amount and in no way guarantees that the Department will Assign Work for any or all of the total amount.
- As work 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 prequalified for **Garage and Overhead Door Repair, Replacement, Maintenance and Installation.** The Work will be given to the lowest prequalified bidder with the ability to complete the Work in the allotted time. An Assignment Letter will then be sent to the successful bidder stating the price, payment, and time. The Work described in this letter will become part of the Contract.

Any extra work, not covered by an agreed price in the Assignment Letters, which may be ordered, will be compensated on a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents. The Contractor will receive the Actual Cost of Materials including freight and Delivery charges (but excluding any sale or use tax) plus a single 15 percent markup. MaineDOT will determine which materials will be supplied by the Contractor and which will be supplied by MaineDOT.

- The intent of this proposal is to receive numerous applications for Services. Contracts will be entered into with multiple Contractors. Contractors are not required to bid on all solicitations.
- If a current copy of the Contractor's Safety Plan is not on file with the Department's Contracts Section, the Contractor must submit a Safety Plan with their signed Contract. The Contractor must have an approved Safety Plan before the commencement of any Work.
- The Contractor shall supply proof of insurance as detailed in Standard Specification 110.3 – Insurance before this Contract will be signed by the MDOT.

SPECIAL PROVISIONS

Sections of the insurance provision are repeated here from the Standard Specifications for clarity:

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

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

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

110.3.3 Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

110.3.8 Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

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

104.3.8B State Wage Rates and Labor Laws The State wage rates enclosed apply to this project.

SPECIAL PROVISIONS
SECTION 656

Temporary Soil Erosion and Water Pollution Control

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

1. All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.) **Procedures specified shall be according to the BMP Manual unless stated otherwise.**
2. The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
3. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan. At a minimum, the SPCCP shall include:
 - The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning.*
4. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
5. Any costs related to this plan shall be considered incidental to the contract.

SUPPLEMENTAL SPECIFICATION

(Corrections, Additions, & Revisions to Standard Specifications - Revision of December 2002)

SECTION 101

CONTRACT INTERPRETATION

101.2 Definitions

Closeout Documentation Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

Add “Environmental Information Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

Add “Fabrication Engineer The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.”

Geotechnical Information Replace with the following: “Boring logs, soil reports, geotechnical design reports, ground penetrating radar evaluations, seismic refraction studies, and other records of subsurface conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

SECTION 102

DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “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 Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

SECTION 103

AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SECTION 104

GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”
Delete the entire Section 104.5.9 and replace with the following:

“104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.”

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department’s survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department’s Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SECTION 106 QUALITY

106.4.3 Testing Change the first sentence in paragraph three from "...maintain records of all inspections and tests." to "...maintain original documentation of all inspections, tests, and calculations used to generate reports."

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

106.7.1 Standard Deviation Method Add the following to F: "Note: In cases where the mean of the values is equal to either the USL or the LSL, then the PWL will be 50 regardless of the computed value of s."

Add the following to H: "Method C Hot Mix Asphalt: $PF = [55 + (Quality\ Level * 0.5)] * 0.01$ "

SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages as follows:

| <u>From More Than</u> | <u>Up to and Including</u> | <u>Amount of Liquidated Damages per Calendar Day</u> |
|---------------------------|--------------------------------|--|
| \$0 | \$100,000 | \$100 |
| \$100,000 | \$300,000 | \$200 |
| \$300,000 | \$500,000 | \$400 |
| \$500,000 | \$1,000,000 | \$575 |
| \$1,000,000 | \$2,000,000 | \$750 |
| \$2,000,000 | \$4,000,000 | \$900 |
| \$4,000,000 | and more | \$1,875 |

SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment Third sentence, delete the words "subsections (A) - (E)"

109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; "a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration."

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A 15 % markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs if determined by the Department to be lower.
5. Time.
6. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased...."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor's portion of the Force Account Work."

SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

202.02 Removing Buildings Make the following change to the last sentence in the final paragraph, change “...Code of Maine Regulations 401.” to “...Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation.”

SECTION 203 EXCAVATION AND EMBANKMENT

203.01 Description Under b. Rock Excavation; add the following sentence: “The use of perchlorate is not allowed in blasting operations.”

SECTION 502
STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change "...alcohol based saline sealer..." to "alcohol based silane sealer...". Add NOTE #6 to Class S Concrete.

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: "For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80....."

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will....."

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may"

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace "forms" with "forms and false work"

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace "The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement." with "The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position."

502.15 Curing Concrete First paragraph; replace the first sentence with the following; "All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 502.10 (D) - Removal of Forms and False work."

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts "When the ambient temperature...."

Fourth paragraph; delete "approved" to now read "...continuously wet for the entire curing period..."

Fifth paragraph; second sentence; change "...as soon as it is possible to do so without damaging the concrete surface." to "...as soon as possible."

Seventh paragraph; first sentence; change "...until the end of the curing period." to "...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work."

502.19 Basis of Payment First paragraph, second sentence; add "pier nose armor" to the list of items included in the contract price for concrete.

SECTION 503 REINFORCING STEEL

503.06 Placing and Fastening Change the second paragraph, first sentence from: "All tack welding shall be done in accordance with Section 504, Structural Steel." to "All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel."

SECTION 504 STRUCTURAL STEEL

504.09 Facilities for Inspection Add the follow as the last paragraph: "Failure to comply with the above requirements will be consider to be a denial to allow access to work by the Contractor. The Department will reject any work done when access for inspection is denied."

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

504.31 Shop Assembly Add the following as the last sentence: "The minimum assembly length shall include bearing centerlines of at least two substructure units."

504.64 Non Destructive Testing-Ancillary Bridge Products and Support Structures Change the third paragraph, first sentence from "One hundred percent..." to "Twenty five percent..."

SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.05 Inspection Facilities Add the follow as the last paragraph: "If the above requirements are not met, the Contractor shall be considered to be in violation of Standard Specification 104.2.5 – Right to Inspect Work. All work occurring during a violation of this specification will be rejected."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SECTION 603
PIPE CULVERTS AND STORM DRAINS

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

| Nominal Size US Customary (in) | Minimum Mandrel Diameter (in) | Nominal Size Metric (mm) | Minimum Mandrel Diameter (mm) |
|-----------------------------------|----------------------------------|-----------------------------|----------------------------------|
| 12 | 11.23 | 300 | 280.73 |
| 15 | 14.04 | 375 | 350.91 |
| 18 | 16.84 | 450 | 421.09 |
| 24 | 22.46 | 600 | 561.45 |
| 30 | 28.07 | 750 | 701.81 |
| 36 | 33.69 | 900 | 842.18 |
| 42 | 39.30 | 1050 | 982.54 |
| 48 | 44.92 | 1200 | 1122.90 |

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

| | |
|-------------------------------|---------|
| “Tops and Traps | 712.07 |
| Corrugated Metal Units | 712.08 |
| Catch Basin and Manhole Steps | 712.09” |

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SECTION 606
GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox...” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.” Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way

roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

SECTION 609 CURB

609.04 Bituminous Curb f., Delete the requirement “Color Natural (White)”

SECTION 615 LOAM

615.02 Materials Make the following change:

| <u>Organic Content</u> | <u>Percent by Volume</u> |
|------------------------|--|
| Humus | “5% - 10%”, as determined by Ignition Test |

SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the second sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SECTION 621
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SECTION 626
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SECTION 627
PAVEMENT MARKINGS

627.10 Basis of Payment Add to the following to the end of the third paragraph: “If allowed by Special Provision, the Contractor may utilize Temporary Bi-Directional Yellow and White(As required) Delineators as temporary pavement marking lines and paid for at the contract lump sum price. Such payment will include as many applications as required and removal.”

SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SECTION 639
ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “....desktop copier/scanner...”

Description Change “Floor Area” to “Floor Area (Outside Dimension)”. Change Type B floor area from “15 (160)” to “14.4 (155)”.

SECTION 652

MAINTENANCE OF TRAFFIC

652.2.3 Flashing Arrow Board Delete the existing 5 paragraphs and replace with the following: Flashing Arrow Panels (FAP) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportation's Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) for Type "C" panels as described in Section 6F.56 - Temporary Traffic Control Devices. An FAP shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an FAP consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180 degrees. The color presented by the elements shall be yellow.

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96" x 48"] and finished in non-reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The FAP shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 2.1 M [7 feet] from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display."

652.2.4 Other Devices Delete the last paragraph and add the following:
"652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National

Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

The front face of the sign should be covered with a low-glare protective material. The color of the LED elements shall be amber on a black background. The PCMS should be visible from a distance of 0.8 km [0.5 mile] day and night and have a minimum 15° viewing angle. Characters must be legible from a distance of at least 200 M [650 feet].

The message panel should have adjustable display rates (minimum of 3 seconds per phase), so that the entire message can be read at least twice at the posted speed, the off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed. Each message shall consist of either one or two phases. A phase shall consist of up to eight characters per line. The unit must be capable of displaying at least three lines of text with eight characters per line. Each character shall be 457 mm [18"] high. Each character module shall use at least a five wide and seven high pixel matrix. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign.

Units shall automatically adjust their brightness under varying light conditions to maintain legibility.

The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Message must be changeable with either a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes.

PCMS units shall have the capability of being made programmable by means of wireless communications. PCMS units shall also be fully capable of having an on-board radar system installed if required for a particular application.

PCMS' primary power source shall be solar with a battery back-up to provide continuous operation when failure of the primary power source occurs. Batteries must be capable of being charged from a 110 volt AC power source. The unit must also be capable of being operated solely from a 110 volt AC power source and be equipped with a cable for this purpose.

The PCMS shall be mounted on a trailer in such a way that the bottom of the message sign panel shall be a minimum of 2.1 M [7 ft] above the roadway in urban areas and 1.5 M [5 ft] above the roadway in rural areas when it is in the operating mode. PCMS trailers should be of a heavy duty type with a 51 mm [2"] ball hitch and a minimum of four leveling jacks (at each corner). The sign shall be capable of being rotated 360° relative to the trailer. The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers."

652.3.3 Submittal of Traffic Control Plan In item e. change "A list of all certified flaggers..." to "A list of all the Contractor's certified flaggers..."

In the last paragraph add the following as the second sentence: “The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP.”

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change “Signs shall be erected...” to “Portable signs shall be erected...” In the third sentence; change “Signs must be erected so that the sign face...” to “Post-mounted signs must also be erected so that the sign face...”

652.4 Flaggers Replace the first paragraph with the following; “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. Flaggers shall wear safety apparel meeting ANSI 107-1999 Class 2 risk exposure and clearly identify the wearer as a person, shall be visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with retroreflectivity. For nighttime conditions, Class 3 apparel should be considered, retroreflective or flashing SLOW/STOP paddles shall be used, and except in emergency situations the flagger station shall be illuminated to assure visibility.”

Second paragraph, first sentence; change “...have sufficient distance to stop before entering the workspace.” to “...have sufficient distance to stop at the intended stopping point.” Third sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance,...”

Fourth paragraph, delete and replace with “Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. Breaker flaggers will not be paid for separately, but shall be considered incidental to the appropriate pay item.”

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

SECTION 653 POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change “...shall be not less than 150 mm [6 in] loose measure.” to “...shall be not less than 250 mm [10 in] loose measure.” In the third sentence; change “...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure...”

653.06 Compaction In the last sentence; change “...not more than 390 kg/m² [80 lb/ft²] ground contact...” to “...not more than 4875 kg/m² [2000 lb/ft²] ground contact...”

SECTION 656

TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SECTION 701

STRUCTURAL CONCRETE RELATED MATERIALS

701.10 Fly Ash - Chemical Requirements Change all references from "ASTM C311" to "ASTM C114".

SECTION 703

AGGREGATES

703.05 Aggregate for Sand Leveling Change the percent passing the 9.5 mm [3/8 in] sieve from "85 - 10" to "85 - 100"

703.06 Aggregate for Base and Subbase Delete the first paragraph: "The material shall have..." and replace with "The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [1/2 in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used."

703.07 Aggregates for HMA Pavements Delete the forth paragraph: "The composite blend shall have..." and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

703.18 Common Borrow Replace the first paragraph with the following: "Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use."

703.22 Underdrain Backfill Material Change the first paragraph from "...for Underdrain Type B..." to "...for Underdrain Type B and C..."

SECTION 706 NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe Change the first sentence from "...300 mm diameters to 900 mm" to "...300 mm diameters to 1200 mm" Delete, in it's entirety, the last sentence which begins "This pipe and resins..." and replace with the following; "The manufacturing plants of polyethylene pipe shall be certified by the Eastern States Consortium. Polyethylene pipe shall be accepted based on third party certification by the AASHTO's National Transportation Product Evaluation Program."

SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

SECTION 710 FENCE AND GUARDRAIL

710.03 Chain Link Fabric Add the following sentence: "Chain Link fabric for PVC coated shall conform to the requirements of AASHTO M181, Type IV-Class B."

710.07 Guardrail Posts Section b. change "...AASHTO M183/M183M..." to "...AASHTO M 270M/M 270 Grade 250 (36)..."

SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

712.06 Precast Concrete Units In the first paragraph, change "...ASTM C478M..." to "...AASHTO M199..." Delete the second paragraph and replace with the following; "Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation's Approved Product List of Structural Fiber Reinforcement." Delete the fifth paragraph and replace with the following; "The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of 28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a specimen, when tested according to AASHTO T280, Test Method "A", shall not exceed nine percent of the dry mass."

Add the following:

"712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron or ductile iron castings shall conform to the requirements of AASHTO M306 unless otherwise designated.”

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.
The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

- (b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A

locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [$\frac{1}{2}$ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [$\frac{3}{4}$ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

| | |
|------------------|-------|
| Crown Vetch | 25% |
| Perennial Lupine | 25% |
| Red Clover | 12.5% |
| Annual Rye | 37.5% |

717.05 Mulch Binder Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

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

720.08 U-Channel Posts Change the first sentence from “..., U-Channel posts...” to “..., Rib Back U-Channel posts...”

SECTION 722
GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.02 Drainage Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION
PROCEDURE

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

1. GENERAL PROVISIONS

1.1 Applicability and Scope

All Contractors must be prequalified for Garage and Overhead Door Repair, Replacement, Maintenance and Installation in accordance with the provisions of this Procedure to be eligible to bid on projects between February, 2008 and January 31, 2011, EXCEPT that such prequalification is not required if:

- A. the Contractor is prequalified pursuant to a separate prequalification process specific to that project;
- B. the Commissioner waives the requirement for prequalification for good cause shown and in the best interest of the State.

1.2 Definitions

Application The "Contractor's Prequalification Application" form prepared by the Department to be used to request prequalification and provide information upon which the Department will rely.

Bridge Construction A Construction Project that consists predominately of the construction of a bridge, but that may include non-bridge construction work including highway construction, the installation of traffic signals, landscaping, and/or paving. Such projects include all subcontracted work necessary to complete the project.

Business Days All days on the calendar except Saturdays, Sundays, and holidays officially recognized by the State of Maine.

Claim Any appeal, proceeding, or other process for additional consideration of a Dispute, including litigation, that is initiated by the Contractor and to which the adverse party (example - project owner) did not consent. A Claim does not include Disputes being negotiated in good faith by the Contractor and the adverse party or proceedings before third party neutrals to which the adverse party has consented to participate including Dispute Review Board proceedings and mediation.

Commissioner The Commissioner of Transportation established by 23 MRSA §4205.

Committee The Prequalification Committee.

Construction Projects Projects being developed by the Department as stated in the advertisement for bids with a scope of work that encompasses the construction of on-the-ground

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION
PROCEDURE

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

improvements including roads, bridges, paths, wharves, piers, buildings, and other transportation infrastructure, but excepting Landscaping Projects. It does not include planning, appraisal, design, survey or other engineering services unless such services are to be provided by the Contractor and are specifically within the scope of Work.

Contractor Individuals, partnerships, corporations, limited liability companies, joint ventures or other entities that desire to submit bids on Construction Projects.

Days Unless the context clearly indicates otherwise, "days" means Business Days.

Deliver or Delivery "Deliver" or "Delivery" means Receipt by the person to whom the materials are to be delivered, or their authorized representative. See definition of "Received or Receipt".

Department "Department" means the Maine Department of Transportation, an agency of the government of the State of Maine, established by 23 MRSA §4205.

Disputes Disputes include disagreements, matters in question, and differences of opinion between the Contractor (and those working for or through the Contractor) and an adverse party (example - project owner) regarding matters related to the Work including interpretation of and compliance with the contract, compensation and costs, time for performance, and quality.

Filing "Filing" means Receipt by the person with whom the materials are to be filed, or their authorized representative. See definition of "Received or Receipt".

Garage and Overhead Door Repair, Replacement, Maintenance and Installation Project A Construction Project that predominately consists of the Repair, Replacement, Maintenance and Installation of a garage or overhead door, but that may include non-door construction work. Such projects include all subcontracted work necessary to complete the project.

Hearing An evidentiary proceeding of sufficient nature and scope to adequately review the Department's previous prequalification determination(s). A "Hearing" need not be an "adjudicatory proceeding" within the meaning of the Maine Administrative Procedure Act.

Highway Construction A Construction Project that predominately consists of the construction or reconstruction of a highway, but that may include non-highway construction work including bridge construction, the installation of traffic signals, landscaping, and/or paving. Such projects include all subcontracted work necessary to complete the project.

Key Personnel Personnel the loss of whom is likely to impact the cost, quality, timeliness, or conformance of project Work provided for the Department as reasonably determined by the Contractor.

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION
PROCEDURE

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

Landscaping Projects Projects that consist exclusively of one or more of the following: plantings, highway beautification / enhancement, and/or wetlands mitigation. Landscape Contractors may become prequalified by contacting the Departments Environmental Office at 624-3100

MDOT Department.

MRSA Maine Revised Statutes Annotated.

Paving A project that predominately consists of the paving or repaving, but that may include non-paving work including bridge construction, highway construction, the installation of traffic signals, and/or landscaping. Such projects include all subcontracted work necessary to complete the project.

PIN The Department's Project Identification Number.

Predecessor Entities Any individual or entity that was legally organized at any time during the past five years (even if not operating) and that was previously owned, operated, or controlled to a Significant degree by the Contractor requesting prequalification, or that Contractor's owners, officers, or Key Personnel.

Predominately Unless the context clearly indicates otherwise, "predominately" means not less than 50% of cost, excepting the percent goal set for the contract work to be performed by Disadvantaged / Women Enterprises.

Prequalification Committee The committee, appointed by the Commissioner, with primary responsibility and authority to carry out this Procedure. See Section 3.1 of this Procedure.

Prequalification Periods One (1), Two (2), or Three (3) year periods starting and ending on January 1st.

Procedure The procedure and requirements contained in this Contractor's Prequalification Procedure and the accompanying Application.

Project Type The classification of project for which prequalification may be sought or granted as listed in Section 2 of the Application.

Qualifying Bonding Company An insurance, bonding, and/or surety company that is (a) licensed or approved by the State of Maine Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine AND (b) listed on the most recent Federal Department of the Treasury listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION
PROCEDURE

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

Received or Receipt Actual receipt by either US mail, overnight courier, service in hand, or fax by the person to whom the materials are addressed, or their authorized representative, with confirmation of receipt originating from the such person or their authorized representative.

Related Entities All general partners, joint ventures, parent firms, subsidiaries, or sister firms that (a) are currently legally organized (even if not operating), (b) are owned, operated, or controlled to a Significant degree by the Contractor requesting prequalification, or that Contractor's owners, officers, or Key Personnel.

Significant The level or degree that would be reasonably relevant to a party who is contemplating contracting with the Contractor and who is therefore attempting to determine the qualifications, experience, competence, and trustworthiness of the Contractor.

Work The furnishing of all labor, materials, equipment, supplies, services, personnel, and other incidentals necessary for the completion of the project in conformity with the contract documents.

Unless the context clearly indicates otherwise, all other words, phrases or terms shall have the meanings contained in the latest version of the Department's Standard Specifications, Highways and Bridges.

1.3 Authority

Pursuant to 23 M.R.S.A. section 753 and 23 M.R.S.A. section 4206, the Commissioner has full power in the letting of all contracts for work under its jurisdiction and thus has the authority to determine whether bidders on construction contracts are responsible.

1.4 Contractor Changes

The Contractor has an ongoing duty to notify the Department's Contracts and Specifications Engineer within thirty (30) days of any changes to the information provided in the Application that significantly alters, as reasonably determined by the Contractor, the Contractor's ability to perform the Work required for the Project Types for which it is prequalified. Upon notification by the Contractor or upon discovery by the Department, the Department may require the Contractor to re-apply for prequalification.

Nothing in this Procedure, the accompanying Application, or any communications from the Department regarding prequalification shall be interpreted as depriving the Department of the authority to disqualify Contractors pursuant to the Department's Contractors Performance Rating (CPR) process, or the authority to reject any bid in the best interest of the State, when, in the discretion of the Department, changed circumstances have affected the responsibility and/or qualifications of the Contractor.

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION
PROCEDURE

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

1.5 Duration of Prequalification

Unless disqualified or otherwise barred from bidding by the Department or other entity with competent jurisdiction, Contractors prequalified pursuant to this Procedure shall be considered eligible to bid Project Types for which the Contractor is prequalified from the date of contract execution until the contract completion date.

2. APPLICATION FOR PREQUALIFICATION

2.1 Requirement to Submit Application

Contractors desiring to bid on Garage and Overhead Door Repair, Replacement, Maintenance and Installation projects between February, 2008 and January 31, 2011 must submit a properly completed Application unless one of the exceptions to prequalification listed in Section 1.1 (A) - (B) of this Procedure applies.

2.2 Application Deadlines

In any event, Contractors desiring to be Prequalified for Garage and Overhead Door Repair, Replacement, Maintenance and Installation projects must submit an Application that is received at the Maine Department of Transportation in accordance with the Notice to Contractors.

Contractors determined to be not qualified are not eligible to be bid projects pending appeal.

2.3 Submittal Requirements

The Contractor must honestly, accurately and completely supply all information requested in the Application. Applications will not be considered received until the Contracts and Specifications Engineer has received a properly completed Application including all required supporting data.

3. PREQUALIFICATION DETERMINATION

3.1 Prequalification Committee

A Prequalification Committee is assigned the primary responsibility and authority to carry out this Procedure.

3.2 Review and Investigation

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION
PROCEDURE

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

The Committee shall review all information provided in the Application. The Committee or its designees may (a) contact any person or entity necessary to verify and/or supplement any of the information requested by or provided in the Application and (b) review information from other published sources of industry information, information from transportation departments in other states, the Federal Highway Administration, and any other Significant information.

3.3 Interview and Additional Information

Whenever the Committee determines that the nature or extent of the information provided in the Application is insufficient or indicates that the Contractor is not qualified, the Committee will, within ten (10) Business Days of receipt of the application, contact the Contractor to seek additional information and, if desired by the Contractor, to schedule an interview to discuss the specific reasons that have caused that preliminary determination. The Contractor will submit all additional information requested by the Committee.

3.4 Pass-Fail Evaluation System

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

QUALIFIED: With respect to the Project Type under consideration, sufficient information exists to determine that the Contractor is likely to build an acceptable project in a timely manner using acceptable processes.

NOT QUALIFIED: With respect to the Project Type under consideration, the information demonstrates that it is unlikely that the Contractor can build an acceptable project in a timely manner using acceptable processes.

3.5 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's Chief Engineer will approve all Committee findings of "Not Qualified."

- (1) Unsatisfactory and/or insufficient Contractor experience.
- (2) Number of personnel with applicable knowledge and experience significantly below industry standards.

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION
PROCEDURE

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

- (3) Insufficient bonding capability.
- (4) Safety record significantly below industry standards.
- (5) Environmental record significantly below industry standards.
- (6) Civil rights or equal opportunity record significantly below industry standards.
- (7) A denial of prequalification or award of contract, disbarment, or other irregularities with respect to any federal, state, or local government or procurement agencies.
- (8) A pattern of unsupported Claims.
- (9) Conviction of a bid or other crime or indictment with substantial evidence regarding the same.
- (10) Deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department.
- (11) Other substantial deficiencies that are clearly below industry standards and that clearly demonstrate that the Contractor is "Not Qualified".

3.6 Notice of Prequalification

3.6.1 Time and Contents of Notice

If the Contractor submits a timely and conforming Application, the Department will deliver to the Contractor a "Notice of Prequalification" and a "Notice of Intent to Award" and request insurance and other information.

4. APPEAL

The appeal procedure will be the procedure established in the Maine Department of Transportation Contractor's Prequalification Procedure.

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S PREQUALIFICATION

APPLICATION

For
Garage and Overhead Door Repair, Replacement, Maintenance and Installation

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

CONTENTS - INFORMATION TO BE SUBMITTED

| | <u>Page</u> |
|---|-------------|
| 1. Basic Information | 1 |
| 2. Organizational Structure & History | 1 |
| 2. Officers and Owners | 3 |
| 4. Experience | 4 |
| 4. Key Personnel | 7 |
| 6. Safety | 8 |
| 7. Environmental and Civil Rights Information | 10 |
| 8. Certifications Under Oath | 11 |
| Safety Supplemental – 4 Pages | |
| EEO/Civil Rights Supplemental – 2 Pages | |

[MDOT Use Only Below This Line]

Date Application Received: _____

**Contractor Prequalified for Garage and Overhead Door Repair, Replacement,
Maintenance and Installation**

Date of Prequalification: _____

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

INSTRUCTIONS

1. If you have not worked with MDOT previously, please review the enclosed sheet containing some basic information entitled "Doing Business with MDOT".
2. This Application must be filled out in accordance with all requirements of this Prequalification Procedure. The Application and Procedure is available from MDOT's web site at http://www.maine.gov/mdot/contractor-consultant-information/prequal_form.php or from the Department's Contracts and Specifications Engineer, telephone **(207) 624-3533**. Do not attempt to complete this form without understanding this Procedure.
3. Unless you meet an exception listed in section 1.1 of the Procedure, you must be prequalified to be awarded Construction Contracts, as defined.
4. Regarding the time frame after application, MDOT anticipates that most Contractors will be prequalified within two weeks of applying. However, if you are determined to be not qualified, you are not eligible to be awarded Contracts. A full appeal process can take about 3 months within the Department. Therefore, Contractors are encouraged to apply early.
5. Words or phrases shown with initial capitalization (i.e. Initial Capitalization) usually are defined in section 1.2 of said Procedure.
6. Please print legibly, type, or word process. Sign in ink. When attaching sheets, please place the question number to which you are responding in the upper right hand corner of each sheet and number the sheets.
7. Note that the person signing this Application must swear that the information provided below is true, accurate, and complete.

1. Basic Information

Name of Contractor: _____
[Same as on Cover Page of This Application]

Contact Person(s): _____

Telephone No: _____ Fax No: _____ E-mail: _____

Address: _____

Vendor ID No: _____

2. Organizational Structure & History

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

_____.

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

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? (Example: filings with the Maine Secretary of State.)

YES _____ NO _____

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For
Garage and Overhead Door Repair, Replacement, Maintenance and Installation

3. Officers and Owners

3.1 Officers Please list the name, title, and address of current Officers, Directors, Partners, Members, and any other persons with analogous positions, in descending order of degree of control.

| Name | Title | Address |
|-------|-------|---------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[Attach additional sheets as necessary.]

3.2 Owners. Please list the name, address, and percentage of ownership of all persons or entities owning 10 percent or more of the Contractor, in descending order of percentage of ownership.

| Owner | Address | % |
|-------|---------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[Attach additional sheets as necessary.]

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
 APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

4. Experience

4.1 Summary of Contractor Experience With respect to each the following Garage and Overhead Door Repair, Replacement, Maintenance and Installation 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> |
|---------------------|--------------|
| | |
| | |
| | |

4.2 Most Recently Completed 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.]

| Contract Amount | Project Type & Location | Month / Year Completed | Name, Address, Contact Person & Tel. # of Owner |
|-----------------|-------------------------|------------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4.3 Contracts 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.]

| Contract Amount | Project Type & Location | % Completed | Name, Address, Contact Person & Tel. # of Owner |
|-----------------|-------------------------|-------------|---|
| | | | |
| | | | |
| | | | |
| | | | |

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
 APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

4.4 Provide an alphabetical listing of all states in which the state Department of Transportation (or analogous agency) has awarded the Contractor (or any Predecessor Entities and Related Entities) a contract during the last five years.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

[Attach additional sheets as necessary.]

4.5 Liquidated Damages Within the last five years, 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.

4.6 Terminations / Suspensions / Defaults

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

YES _____ NO _____

(b) Within the last five years, 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 _____

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

(c) Within the last five years, 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 5.6(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.

4.7 Denial of Prequalification or Award

(a) Within the last 5 years, 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, 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 5.7(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.

4.8 Debarments, Etc

(a) Within the last 5 years, 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, has the Contractor (or any Predecessor Entities or Related Entities) refrained from bidding for any reason, such as 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 5.8(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.

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

4.9 Claims History Within the last 5 years, 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? [Please note the relatively narrow definition of "Claim" in section 1.2 of the Procedure.]

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).

4.10 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.

4.11 Quality Control Does the Contractor have a written organizational-level quality control plan (as opposed to project-level plans)?

YES _____ NO _____

If YES, please answer the following two questions.

- (a) What year was it first adopted? _____
- (b) In what year was its substance last revised? _____

5. Key Personnel

5.1 Please provide the following information for all Key Personnel whose duties consist primarily of one or more the following functions: (a) project management, (b) quality control and (c) safety oversight. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
 APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

| Name | Job Duties (a-c above) | Relevant Licenses or Certifications | Experience (# of Yrs) | Education (Degree or # Yrs) |
|---------|---------------------------|--|--------------------------|--------------------------------|
| 1 _____ | _____ | _____ | _____ | _____ |
| 2 _____ | _____ | _____ | _____ | _____ |
| 3 _____ | _____ | _____ | _____ | _____ |
| 4 _____ | _____ | _____ | _____ | _____ |
| 5 _____ | _____ | _____ | _____ | _____ |
| 6 _____ | _____ | _____ | _____ | _____ |

[Attach additional sheets as necessary.]

6. Safety

6.1 Does the Contractor have a written safety program?

YES _____ NO _____

If YES, please answer the following two questions.

(a) What year was it first adopted? _____

(b) In what year was its substance last revised? _____

6.2 Does the Contractor hold regular work site safety meetings for immediate supervisors?

YES _____ NO _____

If YES, at what frequency? Weekly ____ Monthly ____ Other _____

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
 APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

6.3 For each of the last three (3) full calendar years, provide the following totals from your "Log and Summary of Occupational Injuries and Illnesses" (US Department of Labor, Bureau of Labor Statistics, OSHA No. 200). [Please feel free to attach copies of your OSHA No. 200 logs or to provide this information in another format on attached sheets as long as it contains all the information requested.]

| OSHA No. 200 Column # | Description | 3 Yrs Ago Yearly Total _____ | 2 Yrs Ago Yearly Total 20 ____ | Last Yr Yearly Total 20 ____ |
|-----------------------------|---|------------------------------------|--------------------------------------|------------------------------------|
| 1 | # of Injury Related Fatalities | _____ | _____ | _____ |
| 2 | # of Injuries Involving Lost or Restricted Workdays | _____ | _____ | _____ |
| 3 | # of Injuries Involving Days Away From Work | _____ | _____ | _____ |
| 4 | # of Days Away From Work Due To Injuries | _____ | _____ | _____ |
| 5 | # of Restricted Workdays Due To Injuries | _____ | _____ | _____ |
| 8 | # of Illness Related Fatalities | _____ | _____ | _____ |
| 9 | # of Illnesses Involving Lost or Restricted Workdays | _____ | _____ | _____ |
| 10 | # of Illnesses Involving Days Away From Work | _____ | _____ | _____ |
| 11 | # of Days Away From Work Due To Illnesses | _____ | _____ | _____ |
| 12 | # of Restricted Workdays Due To Illnesses | _____ | _____ | _____ |

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

On attached sheets, please feel free to provide other information to aid in the interpretation of the above information including, for example, the ratio of the above line items to total days worked.

6.4 Have you had any 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.

Please feel free to include a written summary of your positions regarding any of the information provided in this section 6 - Safety.

Complete and attach the Safety Supplemental.

7. Environmental and Civil Rights Information

7.1 Environmental Record. Within the last 5 years, 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 proceeding in which the fact finder found that the Contractor intentionally or knowingly committed the violation and/or failed to comply after having been notified of the violation?

YES _____ NO _____

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

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

YES _____ NO _____

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

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

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For

Garage and Overhead Door Repair, Replacement, Maintenance and Installation

8. Certifications Under Oath

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

CONTRACTOR

Witness

[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.

[Signature of Notary Public]

Name Printed: _____

My Commission Expires: _____

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 200 & 300 Log and statements provided by your insurance, please provide the following for the immediate past (3) three years:

| | 20__ | 20__ | 20__ |
|--|-------|-------|-------|
| A. Workers' compensation EMR (interstate) | _____ | _____ | _____ |
| B. Total employee hours worked | _____ | _____ | _____ |
| C. Total case incidents (cols. 1, 2, 6, 8, 9, 13 taken off the OSHA log) | _____ | _____ | _____ |
| D. Total lost work day incidents (cols. 3, 10 taken off the OSHA log) | _____ | _____ | _____ |
| E. TCIR (C above x 200,000 / B above) | _____ | _____ | _____ |
| F. TLWDI (D above x 200,000 / B above) | _____ | _____ | _____ |
| G. Total fatalities (cols. 1, 8 taken off the OSHA log) | _____ | _____ | _____ |

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

B. 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.

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

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

Maine Department of Transportation
Safety Supplemental

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

Yes _____ No _____
If yes, how often _____

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

Yes _____ No _____

If yes,

Name _____

Title _____

Tel # _____

F. Are safety audits conducted at the project level?

Yes _____ No _____

If yes,

Name _____

Title _____

How Often? _____

G. Does your company have a written safety policies and procedure manual?

Yes _____ No _____

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

Has your company developed any site-specific policies and procedures manuals?

Yes _____ No _____

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

Maine Department of Transportation
Safety Supplemental

H. 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 | | |
| Eye Protection | _____ | _____ |
| Hearing Protection | _____ | _____ |
| Respiratory Protection | _____ | _____ |
| Fall Protection/Prevention | _____ | _____ |
| 2. Scaffolding | _____ | _____ |
| 3. Perimeter Guarding | _____ | _____ |
| 4. Fire Protection | _____ | _____ |
| 5. Emergency Response | _____ | _____ |
| 6. First Aid Procedures | _____ | _____ |
| 7. Hazard Communications as per OSHA 1926.59 | _____ | _____ |
| 8. Process Safety Management as per OSHA 1910.119 | _____ | _____ |
| 9. Material Safety Data Sheets | _____ | _____ |
| 10. Trenching and Excavation | _____ | _____ |
| 11. Substance Abuse | _____ | _____ |
| 12. Lock-Out/Tag-Out Procedures | _____ | _____ |
| 13. Electrical Safety | _____ | _____ |
| 14. Rigging and Crane Safety | _____ | _____ |
| 15. Confined Spaces | _____ | _____ |
| 16. Disciplinary Action | _____ | _____ |

I. Does your company have a formal Hazardous Communication program as per OSHA 1926.59 and/or OSHA 1910.1200? If yes, please provide in its entirety or table of contents.

Yes _____ No _____

Maine Department of Transportation
Safety Supplemental

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

Yes _____ No _____

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

| | Yes | No |
|--|-------|-------|
| 1. New Work Orientation | _____ | _____ |
| 2. First Aid | _____ | _____ |
| 3. Emergency Response Procedures | _____ | _____ |
| 4. Accident Investigation | _____ | _____ |
| 5. Hazard Communication | _____ | _____ |
| 6. Fire Protection and Prevention | _____ | _____ |
| 7. Conducting Craft Safety Meetings | _____ | _____ |
| 8. Safety Work Practices | _____ | _____ |
| 9. Where applicable, are foremen trained in Process Safety Management requirements as stated in OSHA 1910.119? | _____ | _____ |

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

Yes _____ No _____

L. Do you hire subcontractors?

Yes _____ No _____

If yes, do you have them fill out a prequalification application?

Yes _____ No _____

M. Have you had a 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.

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

Title: _____

Date: _____

Signed: _____

Maine Department of Transportation
Equal Employment Opportunity/Civil Rights Supplemental

Please submit an electronic copy of any written company plan, policy or procedure pertinent to the questions asked below with your prequalification submittal.

1. Does your company have a written Affirmative Action Plan and EEO Policy with goals and timetables to correct any manifest imbalance in your employment of women and minorities?
2. Does your company have a written sexual harassment policy?
3. Does your company provide sexual harassment training to employees? If so, when/by whom (please submit qualifications)/how frequently?
4. Does your company have a non-discrimination policy?
5. Within the last 5 years, has your company had any findings of probable cause or court rulings of sexual harassment, discrimination, or other civil rights violations? If so, provide full details, including a summary of your position.
6. Does your company actively solicit bids/quotes from disadvantaged, minority, and/or women owned businesses?
7. Describe the procedure you use to ensure your company is in compliance with Disadvantaged Business Enterprise requirements.
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 equal employment opportunity officer?
11. Provide a copy of the job description for your company equal employment opportunity officer.
12. What percentage of that person's time is spent on equal employment opportunity?
13. Please complete the Company Construction Workforce Report on the following page.

Maine Department of Transportation
 Equal Employment Opportunity/Civil Rights Supplemental

Company Construction Workforce Report

Company name _____

Year covered by report _____

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

| Position | Total Employees | White Males | Females | Hispanic | American Indian | Black | Asian | Disabled | # of Recalls |
|---------------------|-----------------|-------------|---------|----------|-----------------|-------|-------|----------|--------------|
| Superintendent | | | | | | | | | |
| Operating Engineer | | | | | | | | | |
| Equipment Operator | | | | | | | | | |
| Mechanics | | | | | | | | | |
| Truck Drivers | | | | | | | | | |
| Ironworker/Rod | | | | | | | | | |
| Carpenters | | | | | | | | | |
| Const.Wkr. Bridge | | | | | | | | | |
| Const.Wkr.Hwy. | | | | | | | | | |
| Pipelayer | | | | | | | | | |
| Bridge Maint Wkr. | | | | | | | | | |
| Laborer, Semi-Skill | | | | | | | | | |
| Laborer, Unskilled | | | | | | | | | |
| Foreperson/Bridge | | | | | | | | | |
| Foreperson/Hwy | | | | | | | | | |
| Welder | | | | | | | | | |
| Other, | | | | | | | | | |
| Other, | | | | | | | | | |