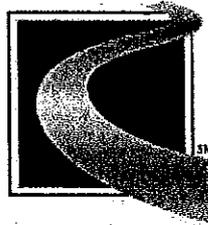


MARYLAND TRANSPORTATION AUTHORITY
Baltimore, Maryland

Invitation for Bids

Thomas J. Hatem Memorial Bridge



**Maryland
Transportation
Authority**

CONTRACT NO. HB 2396-000-007

**Cleaning and Painting at Hatem Bridge
US 40 over the Susquehanna River**

**Harford County
Cecil County**

November, 2010



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NOTICE TO BIDDERS

Please review the checklist prior to submitting your bid on this Contract.

- When submitting your completed bid, do not separate the book. Submit the whole book including all addenda acknowledgment pages.
- Make sure that all addenda letters are attached outside of the front cover of the bid book.
- If the addendum has revised the Schedule of Prices, make sure that you have included the revised pages in your bid. Your price should reflect any and all changes.
- Prices must be written numerically and in words, unless approved substitute forms are used (Refer to GP-2.06). Don't leave any items blank.
- When tabulating your final price, make sure all your calculations are correct.
- Minority Business Enterprise Attachments A and B must be completed and submitted with your bid. If either of these attachments is missing your bid is non-responsive. Attachments C and D should not be submitted at time of bid.
For additional information on how to complete the MBE Attachments, please see the insert named "Important Information regarding MBE Utilization and Bidding Requirements" located in the IFB.
- The Bid/Proposal Affidavit must be completely filled out and signed by all the parties as indicated.
- If Escrow is being offered in a contract, the contractor must indicate whether or not they wish to utilize an Escrow Account for Retained Funds on the provided form.
- A bid bond must accompany all bids of One Hundred Thousand Dollars (\$100,000.00) or more. The bid bond document must be completely filled out and have an original Power of Attorney form attached.
- If the document is too large for the envelope that we have provided, you can place the document in another form of packaging that can be sealed and submitted. If the document is too large for the bid box, you should alert the receptionist.
- Make sure that your company's name, address, the contract number and the bid date appears on the front of the packaging.
- When submitting bid packages via US Mail, Federal Express, DHL, UPS or any other delivery service it is your responsibility to make sure that the bid reaches the bid box before the time deadline. It may be in your best interest to send the package 24 hours in advance of the deadline. Also, when sending packages this way, make sure that the labeling specifies that it is a bid submission.



**NOTICE TO CONTRACTORS
CONCERNING THE MBE/DBE GOAL ON THIS CONTRACT**

The Maryland Department of Transportation is committed to providing the maximum amount of contracting opportunities to certified Minority Business Enterprises (MBEs) and Disadvantaged Business Enterprises (DBEs). The previously established policy excluded consideration of the cost of supplying structural steel for MBE/DBE participation since there were no structural steel manufacturers certified by MDOT. This exemption is no longer applicable since MBE/ DBE firms have been certified under this category.

The Administration reserves the right to verify the accuracy of the dollar value included on the Contractor's Affirmative Action Plan, including the value associated with the manufacture, supply, and installation of structural steel.

IMPORTANT INFORMATION REGARDING MBE UTILIZATION AND BIDDING REQUIREMENTS

The Maryland Transportation Authority (MDTA) has been forced to reject many recent bids/proposals due to bid submissions that were not in strict compliance with the stipulated MBE rules and regulations. The following checklist has been developed to highlight certain critical components of the MBE program requirements. This listing is not all-inclusive and the bidder **must** comply with all MBE rules and regulations listed throughout this entire bid/proposal book.

Please read all of the instructions provided on Attachment A, B, C, & D in its entirety before completing the forms.

Attachment A (Certified MBE Utilization and Fair Solicitation Affidavit) & Attachment B (MBE Participation Schedule) must be included with the submittal of the bid or offer. If the bidder or offeror fails to submit these forms with the bid/offer as required, the Procurement Officer **shall deem the bid non-responsive** or shall determine that the **offer is not reasonably susceptible** of being selected for award.

MBE Prime Contractors must achieve the established MBE goal with other certified MBE contractors. A Prime MBE Contractor **can not** count itself as an MBE to obtain the goal.

ATTACHMENT A

When filling out Attachment A, make sure you complete the following:

- If the Prime Contractor can achieve the established overall goal and subgoals, you must check the appropriate box.
- If after making good faith efforts, you determine you can not achieve the established overall goal or subgoals, you must request a waiver by checking the appropriate box.
- If you do not request the waiver at time of bid and you **are not** meeting the established goal(s), your bid/offer will be considered **non-responsive or not reasonably susceptible of being selected for award.**
- Attachment A must be signed and dated.

ATTACHMENT B

When filling out Attachment B, make sure you have included the following:

- Prime Contractor's name, address and phone number.
- Project description
- Project number/Solicitation number.
- List the minority firm name (column 1), certification number and MBE Classification (column 2), NAICS Codes of the services to be performed or products to be supplied (column 3) and total subcontract dollar amount (column 4).
- It is the Contractor's responsibility to ensure that the proposed subcontractors are certified to perform the proposed work. All Contractors are to submit an approvable MBE plan at time of bid. Approvable means, the subcontractors are certified in the applicable SIC/NAIC Codes through MDOT and can perform the proposed work for the required participation goal. Contractors pending MBE certification at time of bid are **not** eligible for participation. If you submit a firm that is not certified to perform the proposed work and your contract falls short of the established MBE goal, your firm will be considered **non-responsive or not reasonably susceptible of being selected for award**.
- Prime Contractors are strongly encouraged to check the MDOT database at www.mbe.mdot.state.md.us to see if the subcontractor(s) is certified to perform the services and to make sure the subcontractor(s) has not graduated from the listed NAICS codes. If you have questions after checking the data base, you may contact the MDTA MBE Office at 410-537-7832 for further assistance.

If you are using a supplier, the 60% rule applies. Please refer to the MBE Manual for the description of the 60% rule.

Please provide details on how you arrived at the 60% on Attachment B (Column 4) (i.e. - \$150,000.00 X 60% = \$90,000.00)

- If you are requesting a third tier relationship, you must state that request on the Attachment B (column 1). Please note: Third Tier MBE/DBE subcontracting will be approved by MdTA only when MdTA is satisfied that there is no way except by Third Tier contracting that an MBE/DBE goal can be achieved. Specifics as to why a Third Tier contracting agreement must be included.
- Attachment B must be signed and dated.

- If you are the apparent low bidder, you will receive a letter from MDTA requesting your MBE Attachment C (Outreach Efforts Compliance Statement) and Attachment D (Subcontractor Project Participation Affidavit). You will have ten (10) working days to submit the attachments to MDTA. If you requested a waiver at time of bid, all of the back up documentation that complies with COMAR 21.11.03.11, must be submitted within the ten working days with Attachments C & D.
- If the apparent low bidder fails to return the required documentation within the allotted 10 days, the Procurement Officer may determine that the apparent low bidder is not responsible and therefore not eligible for contract award.

Dual Certification Procurement Information

Effective on October 1, 2009, Minority Business Enterprise (MBE) firms may elect to be dually certified as woman-owned businesses and as members of an ethnic or racial category. For purposes of achieving any gender or ethnic/racial MBE participation subgoals in a particular contract, an MBE firm that has dual certification may participate in the contract either as a woman-owned business or as a business owned by a member of a racial or ethnic minority group, **but not both.**

WARNING – PLEASE READ:

- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with the gender category in order to be used to meet the gender subgoal.**
- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with an ethnic/racial category in order to be used to meet the ethnic/racial subgoal.**
- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with both the gender and ethnic/racial categories in order for a contractor to have the option of selecting which of those categories it will use for the firm on a State contract.**
- ◆ **Contractors should designate whether the MBE firm will be used as a woman-owned business or as a business owned by a member of a racial/ethnic group before calculating the percentage of MBE participation goals and subgoals they intend to meet.**

Maryland's MBE/DBE Directory will reflect the dual certification status beginning October 1, 2009. You can access the MBE/DBE Directory at <http://mbe.mdot.state.md.us>. Firms with dual certification will now be listed as follows:

Example:

ABC Corporation, Inc.
123 Corporate Circle
Hanover, MD 21076
Female/African American
00-000

Notice to Bidders/Offerors

EMaryland Marketplace

In order to take advantage of Maryland State and Local government contracting opportunities, vendors/contractors are encouraged to register with eMaryland Marketplace. The free registration provides a means for businesses to receive e-mail notification of upcoming contracting opportunities in their specified areas of interest and expertise.

For registration requirements, visit:
www.eMarylandMarketplace.com



NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

**NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP)
REPORT 350 IMPLEMENTATION SCHEDULE FOR DEVICES USED IN THE
MAINTENANCE OF TRAFFIC**

Except as otherwise specified in this Section, all items for the maintenance of traffic, including those listed under the following categories, shall be crashworthy in conformance with Level 3 or other Level as specified by the Engineer in conformance with the safety crash testing and performance criteria published in the National Cooperative Highway Research Program (NCHRP) Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features." When conformance with NCHRP Report 350 is required, the Contractor shall provide the Engineer with the manufacturers' certifications that the devices comply with the specified criteria.

Unless specifically waived by an attachment to these Contract Provisions, devices must be approved by the Office of Traffic and Safety.

Category 1 Devices

These devices are cones, tubular markers, flexible delineator posts, and drums, all without any accessories or attachments, which are used for channelization and delineation.

Category 2 Devices

These devices are Type I, II, and III barricades; portable sign supports with signs; intrusion alarms; and drums, vertical panels, and cones, all with accessories or attachments.

Category 3 Devices

(a) Truck Mounted Attenuators (TMAs) and Trailer Truck Mounted Attenuators (TTMAs) .

(b) Temporary Barrier.

(1) Concrete Barrier.

(2) Traffic Barrier W Beam and Water Filled Barrier.

(3) Steel/Aluminum Barrier.

(c) Temporary End Treatments.

Category 4 Devices

These devices are area lighting supports, arrow panels, and portable variable message signs that are usually portable or trailer-mounted.

**CONTRACT PROVISIONS
(NCHRP) REPORT 350 IMPLEMENTATION SCHEDULE**

WORK ZONE DEVICES	IMPLEMENTATION SCHEDULE TO CONFORM TO NCHRP REPORT 350 CRITERIA
<p>CATEGORY 1 Cones, tubular markers, flexible delineator posts, and drums (all without any accessories or attachments)</p>	<p>All devices shall conform to NCHRP Report 350 criteria.</p>
<p>CATEGORY 2 Type I, II, and III barricades; portable signs supports with signs; intrusion alarms; and drums, vertical panels, and cones (all with accessories or attachments)</p>	<p>All devices shall conform to NCHRP Report 350 criteria.</p>
<p>CATEGORY 3 (a) Truck Mounted Attenuators (TMAs); Trailer Truck Mounted Attenuators (TTMAs) (b) Temporary Barriers (1) Concrete Barrier (2) Traffic Barrier W Beam and Water Filled Barrier (3) Steel/Aluminum Barrier (c) Temporary End Treatments</p>	<p>All devices shall conform to NCHRP Report 350 criteria.</p>
<p>CATEGORY 4 Portable trailer mounted devices including area lighting supports, arrow panels, and changeable message signs</p>	<p>The Contractor may use devices that do not conform to NCHRP Report 350 criteria, until compliance dates are established. Use of these devices shall comply with the provisions of Part 6 of the MUTCD.</p>



**SPECIAL PROVISIONS
NOTICE TO CONTRACTOR**

CONTRACT NO. HB 2396-000-007
1 of 1

NOTICE TO CONTRACTOR

EARLY SUBMISSIONS. The last sentence of the first paragraph of TC-5.02, "No work shall be started before receipt of the Notice to Proceed" shall not apply to the following:

After notification to the Contractor from the Administration that the Contractor is the apparent low bidder, the Contractor will be permitted to provide a written request to the Engineer to submit documentation for materials sources and working drawings for any items of work that have a long lead time and could jeopardize the project schedule. Upon written approval from the Engineer the Contractor may submit the applicable documentation to the Engineer.

Should the Contract not be awarded to the apparent low bidder who meets the requirements of the Contract, GP-8.10 will apply for all costs accrued for the preparation and approval of the working drawings and any resultant material purchase approved by the Director of Construction and steel fabricated in conformance with the approved working drawings between the date the Contractor received notice of apparent low bidder and the date of notice that the apparent low bidder will not be awarded this Contract.

Should this Contract not be awarded to the apparent low bidder due to failure of the Contractor to comply with all award and execution requirements, all costs accrued for the preparation of the specific items and any resultant material purchased and steel fabrication shall be borne by the Contractor.

Failure of the Contractor to submit the early submissions will not be basis for delaying issuance of the Notice to Proceed or be considered a reason for a time extension.



NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

HIGH VISIBILITY SAFETY APPAREL POLICY

BACKGROUND. Research indicates that high visibility garments have a significant impact on the safety of employees who work on highways and rights-of-way. In addition, high visibility garments may help to prevent injuries and accidents and to make highway workers more visible to the motoring public, which ultimately improves traffic safety.

STATEMENT OF POLICY.

- (a) The High Visibility Safety Apparel Policy provides a standardized apparel program.
- (b) The program seeks to improve the visibility of all persons who work on Administration highways and rights-of-way.
- (c) All apparel shall contain the appropriate class identification label.
- (d) Compliance with this policy is retroactive and becomes effective immediately. All affected employees shall receive high visibility apparel awareness training.

APPLICABILITY. This policy applies to all Administration employees and all other persons who work on Administration highways and rights-of-way. All workers shall wear, at a minimum, Class 2 ANSI/ISEA 107/2004 apparel.

- (a) For Administration employees, this apparel shall have a fluorescent yellow-green background material color and be the outermost garment worn.
- (b) Retro-reflective material color for Administration employee apparel shall be silver or white and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment. The retro-reflective material may be contrasted by fluorescent orange background material not exceeding one and one half inches on either side of the retro-reflective material.
- (c) For non-Administration employees, this apparel shall be either fluorescent orange-red or fluorescent yellow-green background material color and be the outermost garment worn.
- (d) Retro-reflective material color for non-Administration employee apparel shall either be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment.



CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY

CONTRACT NO. HB 2396-000-007
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REFERENCES.

- (a) ANSI/ISEA 107/2004 standard – American National Safety Institute/International Safety Equipment Association
- (b) MUTCD 2003 – Manual for Uniform Traffic Control Devices - Sections 6D.03B and 6E.02
- (c) Visibility Research – The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

DEFINITIONS.

- (a) Apparel – The outermost high-visibility garment worn by employees who work on Administration highways and rights-of-way.
- (b) Highways – All roads owned by the Maryland Department of Transportation and maintained by the Administration.
- (c) High Visibility – The ability for workers to be distinguishable as human forms to be seen, day and night, at distances that allow equipment operators and motorists to see, recognize, and respond.



OCCUPYING WETLANDS

The Contractor is hereby alerted to the importance of preserving wetland areas. The Administration, in conjunction with the various environmental agencies, has developed these Contract Documents so as to minimize or eliminate disturbance and damage to existing wetland areas. In order to accomplish this, the following must be rigidly adhered to:

- (a) Prior to performing any work on the project, the areas of wetland will be identified and marked as directed by the Administration. All personnel of the Contractor or sub-contractors shall be alerted to these designated areas.
- (b) The Contractor or sub-contractors shall not impact any wetland or waterway, whether it be permanently or temporarily unless otherwise stipulated in the permit application and approved as an authorized action by the appropriate regulatory agency. No fill shall be placed in these areas without a permit.
- (c) If a Contractor or sub-contractor has to impact a wetland or waterway that is not covered by an existing wetland permit, they shall immediately notify the Engineer. The Engineer will notify the Environmental Engineering Division to determine the extent of any permit modification. At that time the Environmental Engineering Division will request a permit modification or submit a permit application.
- (d) If the Contractor impacts any wetland or waterway for which they do not have a wetland permit, they shall be responsible for restoring the wetland areas and possibly mitigating the wetland impacts to the full satisfaction of the environmental agencies, which could include monetary compensation.
- (e) The cost of restoration and mitigation of the impacted areas shall be at no additional cost to the Administration.

The importance of not abusing the wetland areas cannot be overemphasized. Abuse of wetland areas could jeopardize the operation of the total Contract and could be cause for a shut-down. If a shut-down occurs because of the Contractor's failure to secure the required permits (i.e. the Contractor's method of work includes impacts not approved by previously acquired permits), the Contractor's negligence or operations, all costs and damages to the Contractor and to the State will be at no additional cost to the Administration. Noncompliance with these requirements will not be considered for an extension of Contract time.



NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

**MANUAL ON UNIFORM TRAFFIC CONTROL
DEVICES (MUTCD) REQUIREMENTS**

On December 16, 2009 a final rule adopting the 2009 Edition of the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) was published in the Federal Register. States must adopt the 2009 National MUTCD, or a State Manual having similar standards, as their legal State standard for traffic control devices within two years.

Notwithstanding any reference to the standards presented in the 2006 MdMUTCD, all traffic control devices (temporary or permanent) utilized on Administration projects shall be in conformance with the requirements provided in the 2009 Edition of the FHWA's MUTCD for Streets and Highways.



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. HB 2396-000-007
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CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

Effective October 1, 2009, State Law requires all contractors and subcontractors working on State prevailing wage projects with prevailing wage determinations to register (Apprenticeship Training Fund Site) with the Division of Labor and Industry Prevailing Wage Unit prior to the commencement of work and to make certain contributions toward improving and expanding apprenticeship programs in the State. In addition, registered apprenticeship programs and organizations that have registered apprenticeship programs that have been selected by contractors and subcontractors for contributions also are required to register with the Division of Labor and Industry Prevailing Wage Unit.

The following information concerning the requirements of the apprenticeship training fund program are being provided for informational purposes only. It is the contractor's responsibility to contact the Maryland Department of Labor, Licensing and Regulation (DLLR), prior to commencement of any work, to determine how these provisions are being implemented and enforced by DLLR.

Definitions. The following terms have the meanings indicated.

(a) Terms Defined.

- (1) "Approved apprenticeship program" means an apprenticeship program or an organization with an apprenticeship program which has been registered with, and approved by, the Maryland Apprenticeship and Training Council or the United States Department of Labor.
- (2) "Commissioner" means the Commissioner of Labor and Industry.
- (3) "Covered craft" means a classification of workers listed in the prevailing wage determination applicable to a prevailing wage project.
- (4) "Fund" means the State Apprenticeship Training Fund.
- (5) "Monthly Certified Verification Report" means the monthly report that details contractor and subcontractor contributions for that month available on the Division of Labor and Industry's website.
- (6) "Public body" means a unit of State government as defined in § 17-201(1), State Finance and Procurement Article, Annotated Code of Maryland.



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. HB 2396-000-007
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- (7) "Unit" means the Division of Labor and Industry, Prevailing Wage Unit and the public body that awarded the procurement contract.
- (8) "Yearly Certified Verification Report" means the yearly report that details contractor and subcontractor contributions for the preceding year available on the Division of Labor and Industry's website.

Contractor/Subcontractor Registration. Contractors and subcontractors awarded a procurement contract on a public work contract subject to the Maryland Prevailing Wage Law shall register on the Division of Labor and Industry's website at www.dllr.state.md.us/labor prior to the commencement of work.

Contractor/Subcontractor Project Management. Upon registration under Contractor/Subcontractor Registration of this Chapter, contractors and subcontractors are required to provide information to the Division of Labor and Industry on its website at www.dllr.state.md.us/labor about each public work contract including the following:

- (a) The prevailing wage project number for each prevailing wage project the contractor or subcontractor is performing work on; and
- (b) The contract value for each prevailing wage project the contractor or subcontractor is performing work on.

Contractor/Subcontractor Notification to Subcontractors. Contractors and subcontractors who hire subcontractors on a public work contract subject to the Maryland Prevailing Wage Law shall provide all subcontractors with written notice of the following requirements:

- (a) Subcontractors are required to register on the Division of Labor and Industry's website at www.dllr.state.md.us/labor prior to the commencement of work;
- (b) After registration, subcontractors are required to enter certain information about each prevailing wage project on the Division of Labor and Industry's website; and
- (c) Subcontractors performing work on a prevailing wage project valued at \$100,000 or more are required to make payments to approved apprenticeship programs or to the Fund for workers in classifications listed on the prevailing wage determination, or both.

Contractors and subcontractors shall retain a copy of the written notice required in COMAR 09.12.43.03A that was provided to all subcontractors for inspection and review by the Commissioner for three years.

04-06-10



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. HB 2396-000-007
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Contributions to the Fund. *Currently not being enforced*

Contributions to Approved Apprenticeship Programs. *Currently not being enforced*

Contractor/Subcontractor Obligations Relating to Approved Apprenticeship Program.

- (a) Contractors and subcontractors are required to complete and to file on the Division of Labor and Industry's website at www.dlir.state.md.us/labor the Monthly Certified Verification Report which shall include the following:
- (1) A list of the contributions to each approved apprenticeship program during the last month;
 - (2) A statement signed by the contractor or subcontractor that the information is correct and that the contractor or subcontractor has complied with the requirements of Subtitle 6, Title 17, State Finance and Procurement Article, Annotated Code of Maryland.
- (b) Contractors and subcontractors are required to submit the Monthly Certified Verification Report by the 30th calendar day of each month for the previous month.
- (c) Contractors and subcontractors are required to complete and to file on the Division of Labor and Industry's website at www.dlir.state.md.us/labor the Yearly Certified Verification Report which shall include the following:
- (1) A summary of monthly contributions with total annual contributions; and
 - (2) A statement signed by the contractor or subcontractor that the information is correct and that the contractor or subcontractor has complied with the requirements of Subtitle 6, Title 17, State Finance and Procurement Article, Annotated Code of Maryland.
- (d) Contractors and subcontractors shall post a copy of their Yearly Certified Verification Report in a prominent and easily accessible place in the workplace near where work is performed.

Notification to Division of Labor of Changes to Designated Approved Apprenticeship Programs or Fund. Contractors and subcontractors shall provide the Commissioner with written notice of each approved apprenticeship program or the Fund to which it will make contributions. If a contractor or subcontractor changes their designation, it shall notify the Division of Labor and Industry 30 days prior to the change in designation.

Approved Apprenticeship Program Obligations. Upon notification from the Division of Labor and Industry that the approved apprenticeship program has been designated for

04-06-10



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. HB 2396-000-007
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contributions by a contractor or subcontractor, the approved apprenticeship program shall register on the Division of Labor and Industry's website at www.dlir.state.md.us/labor.

After registering under COMAR 09.12.43.03A, an approved apprenticeship program will receive a summary of contractor and subcontractor contributions from the Division of Labor and Industry on a monthly basis and shall comply with the following:

- (a) Review and certify that the contribution amounts are correct;
- (b) Certify that all funds received are used solely for the purpose of improving or expanding apprenticeship training in the State; and
- (c) File a response within 30 days of receipt of the Division of Labor and Industry's summary.

Enforcement Procedures.

- (a) The Commissioner may investigate whether Subtitle 6 of Title 17 of the State Finance and Procurement Article, Annotated Code of Maryland, has been violated:
 - (1) On the Commissioner's own initiative;
 - (2) On receipt of a written complaint; or
 - (3) On referral from another State agency.
- (b) The Commissioner may require a contractor, subcontractor, or an approved apprenticeship program to produce records as part of its investigation.
- (c) The Commissioner may enter a place of business to:
 - (1) Interview individuals; or
 - (2) Review and copy records.
- (d) If after an investigation, the Commissioner determines that there is a violation of Subtitle 6, Title 17 or a regulation adopted to carry out the title, the Commissioner shall issue a citation that shall:
 - (1) Describe in detail the nature of the alleged violation;
 - (2) Cite the provision of law or regulation that is alleged to have been violated; and



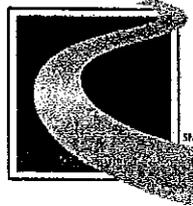
CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. HB 2396-000-007
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- (3) State the penalty, if any.
- (e) Within a reasonable amount of time after the issuance of the citation, the Commissioner shall send a copy of the citation to the alleged violator by certified mail with notice of the opportunity to request a hearing.
- (f) Within 15 days after the alleged violator receives the citation, the employer may submit a written request for a hearing on the citation and proposed penalty.
- (g) If a hearing is not requested within fifteen days, the citation, including any penalties, shall become a final order of the Commissioner.
- (h) If there is a request for a hearing, the Commissioner may delegate the hearing to the Office of Administrative Hearings in accordance with Title 10, Subtitle 2 of the State Government Article, Annotated Code of Maryland.
- (i) A proposed decision of an administrative law judge shall become a final order of the Commissioner unless, within 15 days of the issuance of the proposed decision:
- (1) The Commissioner orders review of the proposed decision; and
 - (2) The alleged violator submits to the Commissioner a written request for review of the proposed decision.
- (j) After review of the proposed decision under Subsection I, with or without a hearing on the record, the Commissioner shall issue an order that affirms, modifies or vacates the proposed decision.

MARYLAND TRANSPORTATION AUTHORITY
Baltimore, Maryland

Invitation for Bids



Maryland
Transportation
Authority

Contract No. HB 2396-000-007

**Cleaning and Painting at the Hatem Bridge
US 40 over the Susquehanna River**

**Harford County
Cecil County**

November, 2010

NOTICE TO BIDDERS

A "Pre-Bidding Session" for the purpose of answering or obtaining answers to questions of parties interested in constructing the work relative to Right-of-Way, Utilities, Design, and Construction Details will be conducted at 10:00 a.m. on November 30, 2010, in the 2nd Floor Conference Room, at the Maryland Transportation Authority, 300 Authority Drive, Engineering Building, Baltimore, Maryland 21222. While attendance at the Pre-Bid conference is not mandatory, this is the offeror's opportunity to raise questions and/or issues of concern regarding the project.



SP 1-1 PROJECT DESCRIPTION

CONTRACT NO.: HB 2396-000-007

TITLE: Cleaning and Painting at Hatem Bridge

FACILITY: Thomas J. Hatem Memorial Bridge

LOCATION: Harford and Cecil Counties

ADVERTISED: November 16, 2010

PRE-BID MEETING: November 30, 2010 at 10:00 a.m., in the 2nd Floor Conference Room at the Maryland Transportation Authority, 300 Authority Drive, Engineering Building, Baltimore, MD 21222

PROJECT CONTACT: Project Manager: Nafiz Alqasem (410) 537-7821
Contract Administration: Ms. Maggie Johnson (410) 537-7807

BIDS DUE: At noon on December 22, 2010 in the Bid Box on the 1st floor of the Maryland Transportation Authority, Engineering Building, 300 Authority Drive, Baltimore, MD 21222

CLASSIFICATION: Class F- (\$5,000,001 – \$10,000,000)

CONTRACT TIME: Five Hundred and Fifty (550) Calendar Days

LIQUIDATED DAMAGES: **\$1,500.00 per Calendar Day**

MINIMUM MBE GOALS: Overall 13% (Thirteen Percent) with no subgoals.

BID DOCUMENTS: \$25.00 - Bid documents can be purchased between 7:30am and 3:30pm, Mondays, Wednesdays, Thursdays and Fridays and between 10:00am and 4:00pm on Tuesdays at the Ticket Office located at the Francis Scott Key Bridge, Maryland Transportation Authority, Administration Building, 303 Authority Drive, Baltimore, MD 21222.



Location and Scope of Work

This project is located at the Thomas J. Hatem Memorial Bridge on US 40 over the Susquehanna River in Harford and Cecil Counties.

The work to be performed includes the following:

- Cleaning and painting of all crevices/joints of built-up members extending from the top of the piers to an elevation equal to the portals of the overhead truss.
- Spot cleaning and spot painting of rusted areas below deck level.
- Miscellaneous structural repairs.

SP 1-2 SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated July 2008, revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids. In addition, all terms and conditions of the Standard Specifications for Construction and Materials dated July 2008, revisions thereof, or additions thereto shall apply to this IFB unless specified herein.

SP 1-3 ORIGINAL FACILITY PLANS AND SITE VISITS

The original facility plans are on file at the Engineering Building of the Francis Scott Key Bridge Facility and will be made available for inspection to prospective bidders. Parties interested in viewing the plans should contact Mr. Nafiz Alqasem, at (410) 537-7821. Parties interested in visiting the site should contact Mr. John Lohmeyer, at (410) 537-1107.

SP 1-4 - PROMPT PAYMENT TO SUBCONTRACTORS

The prime Contractor is responsible for making timely payments to all Subcontractors and Suppliers and provides written certification as required in Section 17-106 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

This contract requires the Contractor to make payment to all Subcontractors within 10 days of receiving payment from the Authority.

Each month, the construction Project Engineer will review the current pay items with the prime Contractor and all involved Subcontractors to ensure that all work satisfactorily completed within specifications is included in the monthly progress payment. For payment purposes, the same quantity totals used to compute the payment to the prime Contractor will be the basis for payment to the Subcontractor.



If the Subcontractor does not receive payment within the required 10 days, the Subcontractor shall notify the Project Engineer in writing of the amount in dispute including the item numbers and payment quantity for each. The Project Engineer will then notify the Director of Construction of the dispute. The Director of Construction or his representative will verbally contact the prime Contractor within 48 hours to ascertain whether or not a performance dispute exists which necessitates non-payment to the Subcontractor. If a performance dispute exists, the prime Contractor must demonstrate that there is a valid basis to withhold payment from the Subcontractor. If the prime Contractor withholds payment from a Subcontractor, the prime Contractor shall provide to the Subcontractor written notice of the withholding of payment. The notice shall detail the reasons for withholding payment as well as the amount. A copy of the notice shall be provided to the Surety and the Authority. If no valid dispute exists, the prime Contractor will be directed to make immediate payment to the Subcontractor. The Subcontractor will be responsible for notifying the Director of Construction if this payment is not made. Upon receipt of notification, the Director of Construction will schedule a meeting with the Contractor and Subcontractor to verify and discuss the non-payment issue. This meeting will be held at the Authority's offices within 2 working days of the MdTA's contact with the subcontractor. If it is determined that the prime Contractor has withheld payment to the Subcontractor without cause, further progress payments to the prime Contractor will be withheld until the Subcontractor is paid. In addition, the MdTA may order a suspension of work or other administrative actions as it sees fit.

If an action is taken as stated above the Contractor shall notify the MdTA's Project Engineer when payment is made. After the MdTA's Project Engineer verifies that payment has been made to the Subcontractor the MdTA shall release withheld progress payments.

Nothing in this Special Provision shall be construed to prevent the Subcontractor from pursuing a claim with the surety under the prime Contractor's payment bond at any time.

SP 1-5 WORK HOURS

Refer to Section 104 for lane closures and other work hour restrictions. However, no lane closures will be permitted during high winds. Furthermore, Due to noise restrictions, performing work that does not require a lane closure will only be allowed between the hours of seven (7) a.m. and seven (7) p.m., provided acceptable ambient conditions are maintained in the work area.

SP 1-6 INSURANCE

TC-5.01 INSURANCE

Section TC 5.01 of the Standard Specifications is supplemented as follows:

1. The Contractor shall not commence work under this contract until he has obtained all of the minimum amounts of insurance required by these Special Provisions and the insurance has been approved by the Engineer. The Contractor shall furnish to the Maryland Transportation Authority ("Authority") duly executed certification of all



required insurance on forms satisfactory to the Authority. The certificates of insurance shall state that it is in force and cannot be cancelled, release or non-renewed except upon thirty (30) days prior written notice, registered mail to the Authority. All Contractors' insurance policies, with the exception of the Worker's Compensation and Employer's Liability, shall be endorsed to provide as additional insureds the Maryland Transportation Authority and the State of Maryland.

2. The Contractor shall purchase and maintain such insurance as is specified herein which will provide the Authority, its members, employees and agents, as well as the Contractor from claims which may arise out of or as a result of the Contractor's operations under this contract, whether such operations be by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them or by anyone whose acts any of them may be liable. This insurance shall be maintained in full force until the Contract has been accepted by the Authority and final payment is made.
3. The Authority requires the following minimum levels of insurance coverage for this contract:

a) Worker's Compensation and Employer's Liability

The Contractor shall, at all times, maintain and keep in force such insurance as will protect him from claims under the Worker's Compensation Act of the State of Maryland and maintain and keep Employer's Liability Insurance at a limit of \$100,000. The Contractor shall also maintain United States Long Shore and Harbors Act coverage, if such exposure exists.

b) Comprehensive General Liability Insurance

The Contractor shall maintain Comprehensive General Liability Insurance in the amount of at least One Million Dollars (\$1,000,000) Combined Single Limit for Bodily Injury Liability and Property Damage Liability Insurance per occurrence and in the aggregate. Such insurance shall specifically include the Comprehensive General

Liability Broad Form Endorsement and indicate explosion, collapse, and underground damage coverage.

c) Comprehensive Automobile Liability Insurance

The Contractor shall maintain Comprehensive Automobile Liability Insurance (including all automotive equipment owned, operated, rented, or leased), in the amount of at least Five Hundred Thousand (\$500,000) Combined Single Limit for bodily injury and property damage.

d) Additional Insurance



The Contractor shall also procure and keep in effect:

Excess liability (umbrella coverage) in excess of and applicable to the coverage in the Comprehensive General Public Liability and Property Damage Insurance, "X, C, U" and Comprehensive Automobile Insurance in the amount of at least Two Million Dollars (\$2,000,000) for each occurrence.

4. Accident Notification - The Contractor shall send a written report to the Engineer and to the Maryland transportation Authority within twenty-four (24) hours of any accident or other event arising in any manner from the performance of the contract which results in or might result in personal injury or property damage.
5. Failure to comply with these Special Provisions may lead to termination from default/convenience.
6. There will be no special payment for the insurance as required by this contract and all costs incidental thereto shall be included in the (Lump Sum for "Mobilization", (refer to Section 108), or if the Contract does not include such an item, the insurance costs are to be included in pay items for the Proposal.

**SP 1-7 MINORITY BUSINESS ENTERPRISE REGULATIONS GOVERNING
CONSTRUCTION CONTRACTS IN EXCESS OF \$50,000
EFFECTIVE JULY 1, 2001**

GP – 7.29 of the General Provisions is supplemented as follows:

MBE participation goal for this contract is as indicated in these Special Provisions.

The Contractor shall:

1. Identify specific work categories appropriate for subcontracting;
2. At least 10 days before bid opening, solicit Minority Business Enterprises, through written notice that:
 - a) Describe the categories of work: and,
 - b) Provide information regarding the type of work being solicited and specific instructions on how to submit a bid.
3. Attempt to make personal contact with Minority Business firms:
4. Assist Minority Business Enterprises to fulfill bonding requirements or to obtain a waiver of these requirements:



5. Upon acceptance of a bid, provide the Maryland Transportation Authority (MdTA) with a list of Minority Businesses with whom the Contractor negotiated, including price quotes from Minority and Non-minority firms.

Third Tier Subcontracting:

Third Tier MBE/DBE Subcontracting will be approved by MdTA only when MdTA is satisfied that there is no way except by Third Tier contracting that an MBE/DBE goal can be achieved. The Contractor's written request must be submitted prior to contract award and contain specifics as to why a Third Tier contracting agreement is being requested.

Waivers:

If for any reason the bidder/offeree is unable to achieve the specified overall contract goal or subgoals for each certified MBE classification, the bidder/offeree must request, in writing, on Attachment A, (Certified MBE Utilization and Fair Solicitation Affidavit), a waiver a time of bid.

Strict adherence regarding documentation of the rationale for the waiver request and documentation of "Good Faith Efforts" of the Contractor are required for consideration of any waiver. For additional information on waivers, please see *COMAR 21.11.03.11*

Criminal Fraud Provisions:

All Contractors are reminded that Criminal Fraud Provision and Administrative Sanctions may be imposed for failure to achieve and maintain established MBE/DBE goals.

SP 1-8 PROGRESS SCHEDULE REQUIREMENTS

Refer to Section 109 of the Standard Specifications.

SP 1-9 CORPORATE REGISTRATION

A foreign corporation is any corporation not incorporated under the Laws of the State of Maryland. All foreign corporations, prior to performing any services for the Authority, must register with the Maryland State Department of Assessment and Taxation in compliance with the Annotated Code of Maryland, Corporations and Associations Article, Title 7, Subtitle 2. Compliance is required of the successful vendor as well as the proposed subcontractors.

To accomplish the required registration, a foreign corporation must request and complete "Qualification Application Forms" which can be obtained from the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. Forms can be obtained via web site at e-mail address: www.dat.state.md.us.

The Contractor will be responsible for documenting compliance with the aforesaid. This documentation will be required prior to the execution of a contract with the successful bidder.



SP 1-10 CONTRACTOR'S EMPLOYEE IDENTIFICATION

The Contractor shall provide to the Authority, a list containing the following for Contractor and all sub-contractors that would be working at the site. This shall include trucking companies who

would come to the site on a repetitive basis for supply or remove materials:

- Name of Company
- Name and title of contact person
- Address of the Company
- Phone Number
- Facsimile number
- E-Mail address of contact person (if any)

All Contractor's employees, including employees of subcontractors, on this project, present at the site, shall be in possession of a valid employee identification card provided by the Employer, which shall contain a photograph and identify the employee by name and job title. The employee must produce the said identification if required by the Engineer or the Authority Police.

When working in or around the Authority's buildings, said employees identification shall be displayed at all times.

While working on the transportation facility projects of the Authority, Contractor's personnel shall have an ID decal displayed on their hardhat. These decals will be provided by the Authority. All Contractor's vehicles shall have a parking decal, attached to the rear view mirror. These parking decals will also be provided by the Authority and a distribution list will be maintained. At the time of project completion these decals shall be returned to the Authority. Request for hardhat and rearview mirror decals shall be made to the Construction Section before the beginning of construction and should include the number required of each type.

All costs associated with ID's will not be paid for separately and shall be incorporated under other items of payment in the contract.

SP 1-11 PROGRESS PHOTOGRAPHS

On or about the last day of each month, at important stages of the work, and upon final completion, the Contractor shall take color photographs of the work under construction as directed by the Engineer. An average of six views per month will be required for the Contract.

The Contractor shall use a digital camera and furnish to the Engineer a compact disk (CD) containing the photographs and three color prints of each photograph, approximately 8 inches by 11 inches with at least one inch margin for binding on the left hand side. Each print shall show inconspicuously on the face, the name of the contract, followed by the Contract number, subject of the photograph, date of the exposure, "Maryland Transportation Authority," and the name of the Contractor. The furnishing of the progress photograph prints, including the compact



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disks(CDs) will not be measured for payment, but cost thereof shall be included under various pay items appearing in the Proposal.



**GENERAL PROVISIONS
GP-SECTION 1
DEFINITIONS AND TERMS**

GP 1.03 – ORGANIZATIONAL DEFINITIONS

Revise the definitions of Administration to read as follows:

Administration – The word “Administration” shall mean “Maryland Transportation Authority”.

Except for Office of Materials and Technology, all references to the Maryland State Highway Administration’s offices and positions shall mean the Authority’s corresponding offices and positions.



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Authority

SPECIAL PROVISIONS

Contract No. HB-2396-000-007

Page 1 of 1

**GENERAL PROVISIONS
GP- SECTION 1
DEFINITIONS AND TERMS**

GP 1.05 - DEFINITIONS

Add the following definitions:

Highway Standards - The official Book of Standards for Highway and Incidental Structures, edited by the State Highway Administration, with the latest incorporated revisions issued on or before the date of advertisement on the contract.



**GENERAL PROVISIONS
GP-SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS**

GP 2.04 SITE INVESTIGATION

Revise the paragraph to read as follows:

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides, or similar physical conditions at the site, and confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as the information is reasonably ascertainable from an inspection of the site, including all exploratory INFORMATION IN POSSESSION OF THE STATE, as well as from information presented by the drawings and Specifications made part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.

GENERAL PROVISIONS
GP-SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS

GP-2.06 PREPARATION OF THE BID

GP9 **ADD:** After paragraph (a), the following.

The Contractor may elect to submit his bid on forms he has generated in the development of his bid. These may be submitted in lieu of the schedule of prices bid forms furnished by the Administration in the Invitation for Bids. These forms shall emulate the forms currently furnished by the Administrations and, as a minimum, contain the following information.

- (1) State Contract No.
- (2) State Item Nos.
- (3) State's Proposed Quantities
- (4) Description of Items
- (5) Unit Price
- (6) Total Cost of Each Item
- (7) Total Bid Amount

The document shall be 8-1/2 x 11 inches, and oriented in a landscape format. The font size shall be no less than 10 points with horizontal lines dividing each item. Any addendum which revised items or quantities shall be noted on all affected schedule of prices sheets. Any special bid requirements that are noted in the schedule of prices shall also be listed on the form.

Should the Contractor elect to submit bids on the Contractor's own forms, the Contractor shall submit a sample of the form to the Administration at least two weeks prior to the scheduled opening of bids. The use of Contractor generated forms shall be approved, in writing, prior to their use. If the Contractor's forms were previously approved in writing on another Administration project and have not changed, they need not be resubmitted for this project.

Sample forms shall be submitted to:

Sandra E. Clifford
Chief of Engineering Procurement
Maryland Transportation Authority
300 Authority Drive
Baltimore, MD 21222

**GENERAL PROVISIONS
GP-SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS**

GP 2.23 - BID PROTESTS

Section GP 2.23 of the General Provisions is supplemented as follows:

The Board of Public Works does not have the jurisdiction to consider protests relating to this solicitation or an award of this contract under this solicitation.

All protests relating to this solicitation, the selection, and/or award must be filed in writing with the Authority's Procurement Officer, within the time limitations set forth in COMAR 21.10.07 and 21.10.02. Bid protests shall be filed not later than 7 days after the basis for protest is known, or should had been known, whichever is earlier. Oral protests will not be considered.

The specific details of the protest procedures shall be followed by aggrieved actual or prospective bidders or offerors are contained in COMAR 21.10.



**GENERAL PROVISIONS
GP SECTION 4
SCOPE OF WORK**

GP 4.10 - WARRANTY OF CONSTRUCTION

GP 4.10 of the Standard Specifications is revised to read as follows:

Delete: The first paragraph in its entirety.

Insert: The following:

The Warranty as defined under paragraphs (a) through (g) in GP 4.10 "Warranty of Construction" shall apply to this Maryland Transportation Authority Contract unless specified elsewhere in this Invitation for Bids.

**GENERAL PROVISIONS
GP SECTION 5
CONTROL OF WORK**

GP 5.12 - FAILURE TO MAINTAIN ENTIRE PROJECT

Delete: Section GP 5.12 in its entirety

Insert: Revise the paragraph to read as follows:

Failure on the part of the Contractor, at any time, to comply with the provisions of GP 5.11 above, will result in the procurement officer's immediately notifying the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to COMPLETE CORRECTIONS SO AS TO CONFORM TO THE PROVISIONS OF GP 5.11 within 4 hours of receipt of such notice, the procurement officer MAY NOTIFY THE CONTRACTOR TO SUSPEND ALL OTHER WORK ON THE CONTRACT UNTIL SUCH TIME AS THE UNSATISFACTORY MAINTENANCE IS CORRECTED. In the event that the Contractor fails to COMPLY WITH GP 5.11 within four (4) hours after receipt of such notice, the procurement officer will immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from monies due the Contractor ON THE NEXT MONTHLY ESTIMATE.



**GENERAL PROVISIONS
GP-SECTION 8
PROSECUTION AND PROGRESS**

GP56 **DELETE:** GP-8.01 SUBCONTRACTING in its entirety.

INSERT: The following.

GP-8.01 SUBCONTRACTING

Except as may be provided elsewhere in the Contract, the Contractor to whom a Contract is awarded shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of a value of not less than 50 percent of the total original value of the Contract.

No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the procurement officer. Any assignment, subcontract or other disposition of all or part of this Contract without the express written consent of the procurement officer shall be null and void. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or surety of any responsibility for the fulfilling of all the requirements of the Contract.

The Contractor shall incorporate by reference or otherwise include these General Provisions in every subcontract issued pursuant to or under this Contract, and shall require that the same reference or inclusion be contained in every subcontract entered into by any of its subcontractors.



**GENERAL PROVISIONS
GP SECTION 8
PROSECUTION AND PROGRESS**

GP 8.09 - LIQUIDATED DAMAGES

Delete: Section GP 8.09 in its entirety

Insert: Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion.

For every calendar day that the contract remains uncompleted after the expiration of the contract time specified herein, or amended by extra work authorization, change orders or supplemental agreements, the Contractor will be liable for Liquidated Damages. The amount of Liquidated Damages shall be as specified in Contract Time and Bonding. This amount shall be deducted from any money due the Contractor, not as a penalty, but as Liquidated Damages. Damages in excess of any retained percentage shall be paid to the Authority by the Contractor.

Refer to Contract time and Bonding sheet contained elsewhere herein. See Table of Contents.



**GENERAL PROVISIONS
GP-SECTION 9
PAYMENT**

GP70 **DELETE:** GP-9.01 SCOPE OF PAYMENT in its entirety.

INSERT: The following.

GP-9.01 SCOPE OF PAYMENT

Payment to the Contractor will be made for the actual quantities of Contract items performed in accordance with the Plans and Specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the bid schedule, the Contract unit prices will still prevail, except as provided in GP-4.04 Variations in Estimated Quantities.

The payment of any partial estimate or of any retained percentage except by and under the approved final estimate and voucher, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

When requested in writing by the Contractor and approved by the procurement officer, payment allowance will be made for nonperishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site. Material for which payment has been made, wholly or partially, shall not be removed from the worksite or other approved site.

Payment to the Contractor under this section for materials on hand in no way will be construed as acceptance by the Administration of title to the material. Title shall remain with the Contractor until the project has been completed and accepted in accordance with GP-5.13.

The Contractor shall indicate his Federal Tax Identification or Social Security Number on the face of each invoice billed to the State.

On Contracts in excess of \$25,000, the Contractor and any subcontractor with a lower tier subcontract, prior to receiving a progress or final payment under this Contract, shall first certify in writing that he has made payment from proceeds of prior payments, and that he will make timely payments, from the proceeds of the progress or final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them.

The Contractor shall also obtain from each subcontractor a certification that it has made payment from proceeds of prior payments to any of its lower tier subcontractors, and will make timely payments to its lower tier subcontractors and suppliers in accordance with its contractual arrangements with them. This certification is not required from



subcontractors who have no lower tier subcontracts. These certifications may be required by the procurement officer for contracts of \$25,000 or less.

In addition to any other remedies provided by law or this Contract, any Contractor or subcontractor of any tier who fails to make payments as required by the certifications set forth in the above paragraphs within thirty (30) days from the date such payment is due shall be obligated to include with such payment interest at the rate of 10 percent per annum from the date the payment was due to the date the payment was actually made to the subcontractor or lower tier subcontractor.



**GENERAL PROVISIONS
GP SECTION 9
PAYMENT**

GP 9.05 LATE PAYMENTS

ADD the following:

- (e) Payments will be made within thirty (30) days of the date when the contract amount becomes due and payable or the date of receipt of a proper invoice, whichever is later. The State's failure to remit payment within forty-five (45) days from that date may entitle the Contractor to interest at the rate of 9% per annum beginning on the 31st day.



TERMS AND CONDITIONS
TC SECTION 1
REFERENCES AND DEFINITIONS

TC-1.01 REFERENCES.

- 1 **ADD:** As the third paragraph.

References to all specifications and procedures shall be understood to be the most recently published standard at the time of advertisement unless otherwise specified in the Contract Documents.

TC-1.02 DEFINITIONS.

- 5 **ADD:** After **Special Provisions**.

Special Provisions Inserts — Additions and revisions to the Standard Specifications that have not been officially approved as an Interim Specifications Addenda (ISA).



**TERMS AND CONDITIONS
TC SECTION 4
CONTROL OF WORK**

TC 4.01 - SHOP PLANS AND WORKING DRAWINGS

Section TC 4.01 of the Specifications is amended to add:

All shop plans and working drawings for this project shall be submitted to:

Maryland Transportation Authority
Engineering Division
300 Authority Drive
Baltimore, Maryland 21222-2200
ATTN: Mr. Nafiz Alqasem

The Contractor shall allow a minimum of four (4) weeks turn around time on all drawings from the date they are received by the Authority. All shop plans and working drawings shall be reviewed and approved by the Contractor prior to submitting for approval to the Maryland Transportation Authority and shall be submitted by the general Contractor only. No drawings sent to the Authority directly by subcontractors, fabricators, etc. will be accepted. Ten (10) sets of drawings shall be submitted for approval.

Acceptance of a material source by the Engineer does not constitute approval of the material as a substitute as an "equal". Submission of a material as an "or equal" must be done in accordance with the following paragraphs:

All shop drawings, regardless if "Submitted as Specified" or "Submitted as Equal to Specified", shall be furnished with complete, specific, detailed information from the manufacturer or supplier or the material or equipment the Contractor proposes to furnish, in which the requirements of the Specifications are clearly shown to be met. This shall include a point by point comparison with the detail requirements of the Specifications.

When any article is specified by trade name of manufacturer with or without the clause "or equal", it is intended to establish the quality of the article. If the Contractor proposes to use material or equipment of another manufacturer as an "or equal" to material or equipment specified, all shop drawings shall conform to the following requirements, conditions, and procedure:

1. Substitution of equipment or materials other than those specified will be considered, providing, in the opinion of the Engineer, such equipment or material

is equal to, or better than specified. The decision of the Engineer with respect to approval or disapproval of any material or equipment proposed to be substituted as an "or equal" is final. The Contractor shall have no claim of any sort by reason of such decision.

2. If the Contractor proposes to substitute materials or equipment as "or equal" to those specified, it shall be his responsibility to furnish, in addition to the information discussed above, a point by point comparison of the material or equipment specified under the Contract and that proposed to be substituted. The burden of responsibility in furnishing this information is with the Contractor.

If incomplete or irrelevant data is submitted as evidence of compliance with this section of the Specifications, the data will be returned and the request for approval will be denied.

**TERMS AND CONDITIONS
TC SECTION 4
CONTROL OF WORK**

TC-4.02 FAILURE TO MAINTAIN PROJECT.

16 **ADD:** To the existing paragraph.

Deduct an appropriate amount from the Contractor's next progress estimate for each day or portion thereof that Maintenance of Traffic deficiencies exist, and will continue until the deficiencies are satisfactorily corrected and accepted by the Engineer. Any portion of a day will be assessed a full day deduction. The deduction will be equal to a prorata share of the lump sum price bid for Maintenance of Traffic or an amount prorated from the Engineer's estimate, whichever is more. The amount prorated will be the per diem amount established by using the working days (based upon calendar dates when required) divided into the total value of the bid item or the Engineer's estimate of that item, whichever is more.

The above noted deduction will be assessed on the next progress estimate if:

The Contractor does not take action to correct the deficiencies and properly assume the responsibilities of maintaining the project (as determined by the Engineer) within four hours of receiving a notice to comply with the required maintenance provisions.

The deduction will be equal to the daily prorated share of the lump sum price bid for Maintenance of Traffic or \$500.00 per day, whichever is more for each day or portion thereof that the deficiencies exist, and will continue until the deficiencies and proper assumption of the required maintenance provisions are satisfactorily corrected and accepted by the Engineer. The amount of monies deducted will be a permanent deduction and are not recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

**TERMS AND CONDITIONS
TC SECTION 5
LEGAL RELATIONS AND PROGRESS**

TC-5.01 INSURANCE.

- 17 **DELETE:** The first three paragraphs under TC-5.01 in their entireties.

INSERT: The following.

The requirement of GP-7.14 (Liability Insurance) to submit Certificate of Insurance prior to starting work is modified for Administration Contracts to require the certificate of insurance to be submitted prior to the execution of the Contract.

The Contractor shall maintain in full force and effect third party legal liability insurance necessary to cover claims arising from the Contractor's operations under this agreement which cause damage to the person or property of third parties. The insurance shall be under a standard commercial general liability (CGL) form endorsed as necessary to comply with the above requirements; or other liability insurance form deemed acceptable by the State. The State of Maryland shall be listed as an additional named insured on the policy. The limit of liability shall be no less than \$1,000,000 per occurrence/\$2,000,000 general aggregate. The insurance shall be kept in full force and effect until all work has been satisfactorily completed and accepted. The policies shall be endorsed to provide 30 days notice of cancellation or non-renewal to:

Director of Construction
Maryland Transportation Authority
304 Authority Drive
Baltimore, Maryland 21222



TERMS AND CONDITIONS

**TC SECTION 6
RESTRICTIONS AND PERMITS**

112 **DELETE:** TC 6.10 – RECYCLED OR REHANDLED MATERIAL in its entirety.

INSERT: The following.

TC 6.10 – RECYCLED OR REHANDLED MATERIAL.

Refer to 900.03 in the Contract Documents.



SPECIAL PROVISIONS

Contract No. HB 2396-000-007

**TC 6.14 — STORING MATERIALS AND EQUIPMENT ON/AGAINST
STRUCTURES RESTRICTIONS**

1 of 1

TERMS AND CONDITIONS

**TC SECTION 6
RESTRICTIONS AND PERMITS**

**TC-6.14 STORING MATERIALS AND EQUIPMENT ON/AGAINST
STRUCTURES RESTRICTIONS**

115 **DELETE:** The first paragraph, “Materials and equipment...be possibly overstressed.”

INSERT: The following.

Materials, equipment and waste shall not be stored on or against any structure or structure element during the construction phase or finished or final configuration unless the written permission is obtained from the Administration’s the Office of Structures for each type of material or equipment to be stored.

Loads, vehicle or other weight that exceeds the bridge posted weight limit, if posted, or exceed Maryland’s legal vehicle loads on bridges, with no bridge weight limits, are prohibited on the structure at any time. If necessary to impose loads on the structure, submit to the Engineer the type of material, the area that will be affected by the load, and its location on the structure. No stock pile of material regardless of unit weight shall be more than 4 ft high. If equipment is to be used, submit the maximum gross weight, axle spacing, load per axle, and proposed location on the structure. The maximum gross weight includes the vehicle weight and the most critical load position that is being addressed, i.e. front axle on crane with boom extended and element hanging. A special Hauling Permit is required anytime equipment is moved that is over legal weight limit.

The professional engineer registered in the State of Maryland experienced in bridge design shall perform a load analyses to ensure that the load on the structure will not create an overstress condition. This analysis should also include application of legal loads also crossing the structure, if applicable. Such assurance does not guarantee acceptance by the Office of Structures which reserves the sole right to accept or reject the proposed loading.

TERMS AND CONDITIONS
TC SECTION 7
PAYMENT

DELETE: TC-7.05 PROGRESS PAYMENTS Subsection (a) (3) Variable Retainage

INSERT: The following.

- (3) **VARIABLE RETAINAGE.** The Contract will be subject to a variable retainage based upon the Authority's performance evaluations of the Contractor.

Those qualifying may have retainage reduced upon request of the Contractor with consent of surety. This request must be processed through the Construction Manager. If at any time during the performance of the project, the evaluation of the Contractor changes, retainage reduction may be reconsidered.

Contractors with "A" evaluations for the last two years may be reduced from 5 percent to 2.0 percent upon request after 15 percent project completion. Project completion percentage will be based upon actual work completed (excluding monies paid for stored materials). An interim evaluation of the current project must be completed and must be an "A". Contractors with "A" evaluations for the last two years may petition to have all retainage at that point released upon completion of a significant milestone. Retainage will continue at 2.0 percent until the next milestone of completion of the contract.

Contractors with "B" evaluations or any combination of "A" and "B" evaluations for the last two years may be reduced from 5 percent to 2.5 percent at 50 percent project completion and remain at that level until released upon final payment. Project completion percentage will be based upon actual work completed (excluding monies paid for stored materials). An interim evaluation of the current project shall be completed and shall be an "A" or "B".

Contractors with "C" evaluations or any combination of "C" and "D" evaluations for the last two years will begin and remain at 5 percent for the life of the project. An interim evaluation of the current project shall be completed and shall be a "C" or better rating.

Contractors with a "D" evaluation for the last two years will begin at 5 percent. Project performance will be evaluated monthly. Should the contractor performance remain at the "D" level, to protect the State's interest 10% of the progress payment will be withheld until performance improves to a "C".

New Bidders. Contractors who have not been previously rated by the Authority may be eligible for a reduction in retainage. To be eligible, their past performance on highway and bridge work shall be documented by the government agency with whom they had a contract and their performance shall be documented on Authority forms.



All other Contractors who do not fit into the above criteria would require a 5 percent retainage throughout the life of the Contract.



SPECIAL PROVISIONS

CONTRACT NO. HB 2396-000-007

TC-7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

1 of 3

**TC SECTION 7
PAYMENT**

TC-7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

(a) General. A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of diesel fuel.

The monthly index price used for calculating the PA will be the On-Highway Diesel Fuel Price for the Central Atlantic Region published by the U.S. Department of Energy, Energy Information Administration, at www.eia.doe.gov. The monthly index price will be the average of the weekly prices posted for the month.

The prevailing base index price will be the price specified for Diesel Fuel currently posted at www.marylandroads.com (Business with SHA/Contracts, Bids, and Proposals) prior to bid opening. A historical database will be maintained by the Administration.

The adjustment factors for specific categories of the work are included in Table TC-7.09. Category A-D will apply to this Contract.

The PA will be calculated when the index for the current month increases or decreases more than 5 percent of the base index. The total dollar amount of fuel adjustment will be limited to 5 percent of the Contract Total Amount as bid. If an increase or decrease in costs exceeds 5 percent of the Contract Total Amount as bid, no further adjustment will be made.

Computations for adjustment will be as follows:

$$\text{Percent Change} = [(E - B)/B] \times 100$$

$$\text{PA} = [E - (B \times D)] \times F \times Q$$

Where:

- PA = Amount of the price adjustment
- E = Current monthly index price
- B = Prevailing base index price
- D = 1.05 when increase is over 5%; 0.95 when decrease is over 5%
- F = Applicable fuel adjustment factor from Table TC-7.09
- Q = Quantity of individual units of work



TABLE TC-7.09

COST ADJUSTMENT FACTORS FOR DIESEL FUEL			
CATEGORY	DESCRIPTION	UNITS	FACTOR
A	Sum of Cubic Yards of Excavation in Category 200	Gallons/Cubic Yard	0.29
B	Sum of Structure Concrete in Category 400	Gallons/Cubic Yard	1.892
C	Sum of Aggregate Base in Category 500	Gallons per ton	0.60
D	Sum of HMA in Category 500	Gallons per ton	3.50
E	Sum of Rigid Concrete Pavement in Category 500	Gallons/Cubic Yard	0.95

Any difference between the checked final quantity and the sum of quantities shown on the monthly estimates for any item will be adjusted by the following formula:

$$FPA = [(FCQ \div PRQ) - 1] \times EA$$

Where:

- FPA = Final PA for the item that increased or decreased
- FCQ = Final Checked Quantity of the item
- PRQ = Total Quantity of the item reported on the most recent estimate
- EA = Total PA of the item shown on most recent estimate

(b) Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining the PA.

(1) Payment. The PA will be computed on a monthly basis. PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Diesel Fuel. The item amount will be established by the Administration, and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

The monthly base price for determining a PA for all work performed after the Contract completion date, as revised by an approved time extensions, will be the monthly base price at the time of the Contract completion date (as extended) or at the time the work was performed, whichever is less.



- (2) **Expiration of Contract Time.** When eligible items of work are performed after the expiration of Contract time with assessable liquidated damages, no PA will be made.
- (3) **Final Quantities.** Upon completion of the work and determination of final pay quantities, an adjusting Change Order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities.
- (4) **Inspection of Records.** The Administration reserves the right to inspect the records of the Contractor to ascertain actual pricing and cost information for the diesel fuel used in the performance of the applicable items of work..
- (5) **Additional Work.** When applicable items of work, as specified herein, are added to the Contract as additional work, in accordance with the Contract provisions, no PA will be made for the fluctuations in the cost of diesel fuel unless otherwise approved by the Engineer. The Contractor shall use current fuel costs when preparing required backup data for work to be performed at a negotiated price.
- (6) **Force Account.** Additional work performed on a force account basis, reimbursement for material, equipment, and man-hours as well as overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.



CATEGORY 100
SECTION 100.01 –MAINTENANCE OF NAVIGATION AND COMPLIANCE
WITH STATE AND FEDERAL REGULATIONS

100.01.01 GENERAL

The contractor is advised that this structure is over navigable waters and he/she shall, therefore, be responsible for full compliance with all laws, regulations and requirements of the U.S. Coast Guard, which may be applicable to any operations conducted. The U.S. Coast Guard headquarters is located at the following address:

Commander (AOWB) USCG Atlantic Area
Federal Building, 4th Floor
431 Crawford Street
Portsmouth, VA 23704

All work shall be conducted so as not to interfere with the free navigation of the waterways. The contractor shall therefore arrange his work so that the structure is capable of passing marine traffic at all times.

The contractor shall be responsible for obtaining any required permit from the Coast Guard should any of his equipment be located in the navigable waters.

The contractor shall be responsible for, and make good any damage caused to any craft or any person on said craft, which damage or injury is attributable to acts of the contractor.

Removed materials, scrap or waste material and debris shall not be disposed of in the surrounding waters. The obtaining of approved disposal areas is the responsibility of the contractor.

Any removed materials, scrap or waste material or debris dropped into the surrounding waters inadvertently, shall be removed from the water and disposed of suitably.

100.01.02 MATERIALS: N/A

100.01.03 CONSTRUCTION: N/A

100.01.04 MEASUREMENT AND PAYMENT

This item and all incidentals associated with it will not be measured for payment. The cost for this item shall be incidental to the "MOBILIZATION" bid item.



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CATEGORY 100 PRELIMINARY

SECTION 100.02 — ENGINEERS BOAT

100.02.01 DESCRIPTION.

The Contractor shall furnish a boat for the sole use of the Engineer. The boat shall be furnished at the time of furnishing the Engineers Office and shall be available for use until completion of the project.

The Engineers boat shall be watertight and have a minimum length of 20 ft. The boat shall be powered with at least a 90 HP outboard motor, have sufficient space for not less than four persons; be seaworthy, and bear the registration numbers of the State of Maryland. The boat shall also have a T-Top or any other type of overhead cover.

The boat shall be insured for not less than thirty thousand dollars (\$30,000) nondeductible to protect the Administration against any loss of its property due to fire, theft, vandalism, storm, collision or flood. Liability insurance, in addition to the Contract liability insurance, shall also be provided by the Contractor for an amount no less than five hundred thousand dollars (\$500,000).

The boat shall be equipped with the required number of life preservers, 100 ft of 1/2 in. nylon anchor line, a suitable size anchor, a padlock on the outboard motor, a 10 gal minimum gas tank, and a fire extinguisher. The Contractor shall provide maintenance, repairs, a qualified operator, fuel, oil, and anchoring or docking facilities for the boat.

The maintenance and operation of the Engineers boat shall meet the approval of the Engineer. The boat shall not be used for the transportation of the Contractor's personnel, equipment, materials, or tools; but shall remain the property of the Contractor at the conclusion of the project.

100.02.02 MATERIALS. Not Applicable

100.02.03 CONSTRUCTION. Not Applicable

100.02.04 MEASUREMENT AND PAYMENT.

The furnishing of the boat including all maintenance, repairs, insurance, operator, fuel, oil, and anchorage or dock facilities, etc. will not be measured but will be paid for at the Contract lump sum price for the Engineers Boat item. At the conclusion of the Contract, the boat and all accessories shall become the property of the Contractor.



CATEGORY 100
PRELIMINARY

SECTION 103 – ENGINEERS OFFICE

144 **DELETE:** 103.03.06 Microcomputer System for all Offices in its entirety.

INSERT: The following.

103.03.06 Computer System. Furnish 2 desktop computers and 2 laptop computers.

General Requirements.

- (a) IBM compatible with an Intel or AMD processor.
- (b) Minimum hard drive storage of 120 GB (gigabyte).
- (c) One CD-RW drive (re-writable CD-ROM).
- (d) Operating System. Minimum Microsoft® Windows XP PRO SP2. Must be a 32-bit operating system. (A 64-bit operating system is not compatible with some SHA software.) The computer system will not be acceptable unless all Microsoft Windows Critical Updates are installed.
- (e) Printer. When an Engineers Office is specified, furnish a color laser jet printer with a minimum resolution of 1200 DPI (dots per in.), at least 8 MB of RAM, and a print speed of at least 15 PPM (pages per minute). Inkjets will not be accepted. (Note: A separate color laser jet printer shall be required if a digital camera is specified, refer to SP-Section 113).
- (f) Software. Supply all manuals and software on original disks for retention in the Engineers Office or Administration facility for the duration of the Contract.
 - (1) Microsoft® Office 2007 Professional for Windows™ or later.
 - (2) Install and configure antivirus software to perform an automatic update when the microcomputer system connects to the internet. Antivirus software approved for Administration web email: *Norton, McAfee, Sophos, or ETrust.

(*Norton Internet Security includes Antivirus and a Personal Firewall).
- (g) Internet Access. Provide unlimited internet service approved by the Engineer. Where available, provide internet high-speed service (DSL or cable). With DSL or cable internet service, provide an external router device. Provide firewall software to protect the computer from security intrusions.



(h) Accessories.

- (1) When an Engineers office is specified, provide a standard computer workstation with minimum desk space of 60 X 30 in. and a padded swivel type chair with armrests.
- (2) 8-1/2 X 11 in. xerographic paper as needed.
- (3) Toner or ink for the printer as needed.
- (4) Maintenance agreement to provide for possible down time.
- (5) Physical security system to deter theft of the computer and components.
- (6) Three 4-GB USB flash drive storage devices.
- (7) Blank recordable CD-RW media as needed.

Desktop Specific Requirements.

- (a) Minimum processor speed of 3.0 GHz.
- (b) Minimum of 2 GB RAM (Random Access Memory).
- (c) Enhanced 101 key keyboard with wrist rest.
- (d) Super video graphics accelerator (SVGA).
- (e) Mouse and mouse pad.
- (f) Flat-panel LCD monitor (19 in. minimum) meeting Energy Star requirements.
- (g) Uninterruptible power supply (UPS).

Laptop Specific Requirements.

- (a) Must meet military standard of durability MIL-STD 810G
- (b) Minimum processor speed of 2.4 GHz.
- (c) Minimum 2 GB SDRAM.
- (d) Minimum 15" 1024x768 (XGA), daylight-readable, 500nits (cd/m2) LCD display.



SPECIAL PROVISIONS
103 — ENGINEERS OFFICE

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- (e) Power Supply. Two lithium ion battery packs with overcharge protection, an AC adaptor, and a vehicle DC power adaptor that operates the laptop and simultaneously charges the laptop's internal battery.
- (f) Carrying Case.
- (g) Printer. When an Engineers Office is not specified, furnish a portable printer that meets the requirements specified above.
- (h) Internet Service. If an Engineers office is not specified, furnish the laptop with an internal wireless broadband card and broadband internet service.

Have the computer system completely set up and ready for use on or before the day the Engineers office is to be occupied. When an Engineers office is not specified, have the computer system furnished complete and ready for use at least five days prior to beginning any work on the project.

If for any reason the system fails to operate, is stolen, or is otherwise unavailable for use, it shall be replaced or repaired within 48 hours.

When the computer system is no longer required, the Construction Management software system including original user/operator guide manuals, program disks, and all data files (including those stored on USB flash drives, CD-R's, etc.) will be removed by the Engineer and delivered to the District Engineer and become the property of the Administration. The remaining computer systems shall remain the property of the Contractor.

103.04 MEASUREMENT AND PAYMENT.

147 **ADD:** The following as a fourth paragraph.

Computer. The computer system will not be measured but the cost will be incidental to the Contract price for the Engineers Office item. If an item for Engineers Office is not specified, the cost of the computer system will be incidental to the payment for Mobilization. In absence of either item, payment will be incidental to the other items specified in the Contract Documents.



CATEGORY 100
PRELIMINARY

SECTION 103 — ENGINEERS OFFICE

103.03 CONSTRUCTION.

103.03.05 Requirements for all Offices.

144 **ADD:** the following after (v).

(w) One paper shredder capable of shredding at least 10 sheets (20 lb bond) at a time. Throat width of at least 12 in. Speed of at least 20 feet per minute. Auto reverse or auto stop for paper jams. Power of at least 115 v.

146 **DELETE:** 103.03.09 **Recyclable Materials (Paper, Bottles, Cans, Etc.)** in its entirety.

INSERT: The following.

103.03.09 Recycling. Recycling of recyclable paper (bond, newsprint, cardboard, mixed paper, packaging material and packaging), bottles (glass and plastic), and aluminum cans will be required at the Engineer's Office and the Contractor's facilities for the project.

Furnish approved containers, and remove the material from the site on an approved schedule or as directed. All material shall be taken to an authorized recycling facility. Maintain a log for the duration of the project documenting the type of materials recycled. The log shall include the types of material, date, time, location of facility, and signature line. Furnish a copy of the log at the completion of the project and upon request.

The Contractor shall be considered the owner of any profit and be responsible for all incurred costs.



**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.01 TRAFFIC CONTROL PLAN (TCP).

104.01.01 DESCRIPTION.

149 **DELETE:** The fourth paragraph sentence “Refer to contract Documents for Work Restrictions.” in its entirety.

INSERT: The following.

This project involves cleaning and painting structural steel at Thomas J. Hatem Memorial Bridge in Harford and Cecil Counties.

AGENCY CONTACTS

CONTACT	TITLE	PHONE NUMBER
John Lohmeyer	Administrator	(410) 537-1107
Chris Morris	Maintenance Supervisor	(410) 537-8153
Nafiz Alqasem	Project Manager	(410) 537-7821
Roxane Y. Mukai	Traffic Manager	(410) 537-7848

Work Restrictions.

See SP 1-5 on Page 4 of these special provisions. However, the contractor shall be permitted to set up temporary single lane closures in accordance with Standard No. MD 104.04-05.

**ALLOWABLE LANE CLOSURE SCHEDULES FOR THE THOMAS J. HATEM
MEMORIAL BRIDGE**

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00 AM – 3:00 PM	Monday – Thursday	Single Lane Closure
7:00 AM – 7:00 PM	Saturday & Sunday	Single Lane Closure

No lane closures shall be made without prior written approval of the Bridge Administration or project Engineer in the form of an Authority lane closure permit.



SPECIAL PROVISIONS
TRAFFIC CONTROL PLAN

CONTRACT NO. HB 2396-000-007
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Lane closures are not permitted on the day before, the day of, and the day after the Holidays indicated below:

- New Year's Day, January 1
- Good Friday
- Easter Sunday
- Memorial Day, the last Monday in May (Including that Weekend)
- Independence Day, July 4
- Labor Day, the first Monday in September (Including that Weekend)
- Columbus Day
- Thanksgiving Day, the fourth Thursday in November, including Friday through Monday
- Christmas Day, December 25

The Engineer reserves the right to modify or expand the methods of traffic control or working hours as specified in the Contract Documents. Any request from the Contractor to modify the work restrictions shall require written approval from the Engineer at least 72 hours prior to implementing the change. The Contractor shall submit a copy of the original work restrictions with the written request.

As directed by the Engineer, temporary lane and shoulder closures will not be permitted during periods of falling precipitation, in heavy fog or otherwise poor visibility, or in the event of emergencies such as serious traffic accidents or unusually severe traffic congestion. In the event that a temporary lane or shoulder must be reopened as directed by the Engineer or authorized Authority staff, the Contractor shall evacuate all equipment, materials and personnel from the lane within thirty (30) minutes.

149 **ADD:** The following after the last paragraph, "Any monetary savings...and the Administration."

When closing or opening a lane on freeways, expressways, and roadways with posted speed \geq 45 mph, a work vehicle shall be closely followed by a protection vehicle (PV) during installation and removal of temporary traffic control devices. The PV shall consist of a work vehicle with approved flashing lights, a truck-mounted attenuator (TMA) with support structure designed for attaching the system to the work vehicle, and arrow panel (arrow mode for multilane roadways and caution mode on two-lane, two-way roadways) The work vehicle size and method of attachment shall be as specified in the TMA manufacture's specification as tested under NCHRP Test Level 3.

When a temporary lane or shoulder closure is in effect, work shall begin within one hour after the lane is closed. Any delay greater than one hour with no work in progress shall require the Contractor to remove the lane closure at no additional cost to the Administration. The Contractor's Traffic Manager shall attend Pre-Construction



**SPECIAL PROVISIONS
TRAFFIC CONTROL PLAN**

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Meetings and shall discuss traffic control and the Traffic Control Plan including procedures to be implemented for lane closures.

All closures shall be in conformance with the approved TCP and under the direction of the Contractor's Certified Traffic Manager and the Engineer.

Workers and equipment, including temporary traffic control devices needed for setting up a lane closure or restriction, are prohibited in the lane or shoulder to be closed or restricted before the time permitted in the Contract work restrictions unless otherwise noted below or as approved by the Engineer.

Temporary traffic control devices to be used for lane/shoulder closure may be placed on the shoulder of the roadway by workers no earlier than 15 minutes prior to actual time lane/shoulder closure or restriction is permitted. Temporary traffic signs may be displayed to traffic at this time.

Workers shall not enter a lane open to traffic. Workers may be present on shoulders to prepare for lane closure setup no earlier than 15 minutes prior to actual time lane/shoulder closure or restriction is permitted.

All temporary lane or shoulder closures shall be restored at the end of the closure period and no travel lane shall be reduced to less than 11 ft. Prior to opening the closed lane or shoulder, the Contractor shall clear the lane or shoulder of all material, equipment, and debris.

Failure to restore full traffic capacity within the time specified will result in a deduction being assessed on the next progress estimate in conformance with the following. This is in addition to the requirements specified in TC-4.02.

ELAPSED TIME, MINUTES	DEDUCTION
1 - 5	\$ 1,000.00
Over 5	\$ 75.00 per Minute (In addition to the Original 5 minutes)

The Contractor must provide a means of communication to the Thomas J. Hatem Memorial Bridge Police detachment as a safety requirement. Acceptable forms of communication shall consist of a mobile telephone, citizens band or portable two-way radio.



**SPECIAL PROVISIONS
TRAFFIC CONTROL PLAN**

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104.01.04 MEASUREMENT AND PAYMENT: Add the following:

Temporary lane closure will not be measured for payment. The cost for all labor, equipment, material and other incidentals necessary to complete this work with the exception of the protection vehicle shall be incidental to the lump sum bid item "Maintenance of Traffic"

The means of communications to be provided to the Thomas J. Hatem Bridge Police as described herein this section will not be measured for payment. The cost for providing such equipment including all incidentals necessary for this item shall be incidental to the lump sum bid item "Mobilization".



**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.14 CONES FOR MAINTENANCE OF TRAFFIC.

104.14.02 MATERIALS.

171 **DELETE:** First paragraph on this page “Cones shall be...an upright position”.

INSERT: The following.

All cones shall meet MdmUTCD and be new or like new condition. All cones shall be orange in color. Cones shall be at least 28 in. high, 10 in. diameter at the inside of the base, and reflectorized with two white retroreflective stripes. The top stripe shall be 6 in. wide and located 3 to 4 inches from the top of the cone. The second stripe shall be 4 in. wide and located 2 inches below the top band.

Tall-Weighted Cones. When specified, tall-weighted cones shall be at least 42 in. high and 7 in. diameter at the inside of the base. Tall-weighted cones shall be manufactured of low density polyethylene (LDPE) and have four high performance wide angle white and orange retroreflective stripes. The stripes shall be horizontal, circumferential and 6 in. wide. Alternate stripe colors with the top stripe being orange. Any nonretroreflective spaces between the orange and white stripes shall not exceed 1/2 in.

104.14.03 CONSTRUCTION.

ADD: The following after the first paragraph “The Contractor’s name...away from traffic”.

Equip all cones with approved weights or anchor collars, (15 lb maximum) as needed to maintain an upright position. Anchor collars shall fit to the base of the cone. For tall-weighted cones use anchor collars weighing 10 to 30 lb.



CATEGORY 100
PRELIMINARY

SECTION 113 — DIGITAL CAMERA

113.01 DESCRIPTION. Furnish and maintain new or like new digital cameras for use by Administration personnel. Furnish one color inkjet printer. The digital cameras and printer shall be delivered to the Engineer at the time of the Notice to Proceed. They shall remain operational and not be returned to the Contractor until final acceptance of the entire project, in conformance with GP-5.13.

113.02 MATERIALS.

(a) **Digital Camera.** Each digital camera shall meet the following requirements and be furnished with the specified accessories:

- (1) Windows XP PRO XP2 compatible operating system.
- (2) Photo Suite, Photo Deluxe, Picture Works, Photo Shop, or similar Photo Managing Software.
- (3) 4.0 megapixel image resolution (minimum).
- (4) 3X optical zoom (minimum).
- (5) Two (2) sets of rechargeable batteries.
- (6) SmartMedia Card or memory stick (2 GB minimum).
- (7) Pop-up or built-in flash modes.
- (8) All items required for quick downloading.
- (9) Auto-quick focus.
- (10) Lens Cover, Shoulder Strap, and Carrying Case.
- (11) AC adapter and Battery Charger.

(b) **Color Inkjet Printer.** The printer shall conform to the following minimum requirements:



SPECIAL PROVISIONS
113 — DIGITAL CAMERA

CONTRACT NO. HB 2396-000-007
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- (1) Resolution of 2400 x 1200 DPI (dots per inch).
- (2) Print speed of 17 PPM (pages per minute) for black and white and 13 PPM for color.
- (3) Memory 8 MB.
- (4) Duty cycle of 5000 pages/month.

Office-jets and Bubble-jets will not be accepted.

113.03 CONSTRUCTION. Not applicable.

113.04 MEASUREMENT AND PAYMENT. The number of digital cameras required for this project is 1. The digital cameras and printer will not be measured but the cost will be incidental to the Contract price for the Engineers Office item. If an item for Engineers Office is not specified, payment will be incidental to the payment for Mobilization. In the absence of either item, payment will be incidental to the other items specified in the Contract Documents. If a digital camera or printer becomes defective, is stolen, or for any other reason does not function as intended, it shall be replaced with an approved camera or printer at no additional cost to the Administration. A nonfunctioning or stolen camera or printer shall be replaced within 5 days after the Engineer notifies the Contractor.

Ownership of the cameras and printer will remain with the Contractor. The Administration assumes neither responsibility nor liability for the condition of the camera when returned.



**CATEGORY 400
STRUCTURES**

SECTION 400.01 - ENVIRONMENTAL AND WORKER PROTECTION

1. SCOPE

- 1.1 This special provision covers the requirements for worker protection, environmental protection, and the handling of waste generated from the removal of the paint on the structure. Safety practices *not* specifically related to paint removal are *not* included in this Special Provision.
- 1.2 The lead removed from structures is known to be a hazardous substance. It has been shown to have serious health effects on workers if extreme caution and attention to details are not followed. Lead is also known to be an air and water pollutant. Therefore lead removed from structures is regulated by the EPA and OSHA. The existing paint has been tested on the structure for lead. Four samples were analyzed and lead was found to vary between 0.038 percent and 0.071 percent. Lead is not expected to be a significant pollutant for this project. Exposure assessments shall be performed by the Contractor to determine if lead, arsenic or cadmium are present in concentrations above their Action Level.
- 1.3 The INTENT of this special provision is to prevent surface preparation debris or harmful metals from entering the environment, to properly handle and dispose of the waste, and to prevent metals that are on the structure from harming workers and others. The Contractor shall be fully responsible for the protection of his employees and those of any subcontractor personnel or any other persons on or near the project site.
- 1.4 Work is to be performed in accordance with Maryland Department of Transportation Standard Specifications for Construction and Materials Section 436 as it relates to environmental and worker protection, and as described in this Special Provision. Any reference to "Bridge Inspection and Remedial Engineering Division" shall be changed to "Maryland Transportation Authority Engineering Division". Any reference to "Administration" shall be changed to "Authority". In case of conflict, the requirements in this Special Provision shall prevail.

2.0 REFERENCE DOCUMENTS

- 2.1 Code of Federal Regulations



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- 29 CFR 1910, "Occupational Safety and Health Standards" (General Industry Standards)
- 29 CFR 1910.120, "Hazardous Waste Operations & Emergency Response"
- 29 CFR 1910.134, "Respiratory Protection"
- 29 CFR 1910.141, "Sanitation"
- 29 CFR 1926, "Safety and Health Regulations for Construction" (Construction Industry Standards)
- 29 CFR 1926.16, "Rules of Construction"
- 29 CFR 1926.20, "General Safety and Health Provisions"
- 29 CFR 1926.21, "Safety Training"
- 29 CFR 1926.28, "Personal Protective Equipment"
- 29 CFR 1926.32, "Competent Person"
- 29 CFR 1926.51, "Sanitation"
- 29 CFR 1926.55, "Gases, Vapors, Fumes, Dusts and Mists"
- 29 CFR 1926.57, "Ventilation"
- 29 CFR 1926.59, "Hazard Communication"
- 29 CFR 1926.62, "Lead"
- 29 CFR 1926.200, "Accident Prevention Signs and Tags"
- 29 CFR 1926.500, "Fall Protection"
- 29 CFR 1926.1118, "Inorganic Arsenic"
- 29 CFR 1926.1126, "Chromium (VI)"
- 29 CFR 1926.1127, "Cadmium"
- 40 CFR 50, "National Primary and Secondary Ambient Air Quality Standards"
- 40 CFR 60, "Standards of Performance for New Stationary Sources, Appendix A, "Test Methods"
- 40 CFR 117, "Determination of Reportable Quantities for Hazardous Substances"
- 40 CFR 122, "EPA-Administered Permit Program: The National Pollutant Discharge Elimination System"
- 40 CFR 261, "Identification and Listing of Hazardous Waste"
- 40 CFR 262, "Standards Applicable to Generators of Hazardous Waste"
- 40 CFR 263, "Standards Applicable to Transporters of Hazardous Waste"
- 40 CFR 264, "Standards for Owners/Operators of Hazardous Waste Treatment, Storage, Disposal Facilities"
- 40 CFR 265, "Interim Status Standards for Owners/Operators of Hazardous Waste Treatment Storage, and Disposal Facilities"
- 40 CFR 268, "Land Disposal Restrictions"
- 40 CFR 300, "National Oil and Hazardous Substances Pollution Contingency Plan"
- 40 CFR 302, "Designation, Reportable Quantities, and Notification"

2.2 Occupational Safety and Health Administration



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OSHA Instruction CPL 2-2.58, "1926.26, Lead Exposure In Construction; Interim Final Rule-Inspection and Compliance Procedures.

2.3 Code of Maryland Regulations

COMAR 09.12.20
COMAR 26.13.01 - .09

2.4 National Institute for Occupational Health and Safety

NIOSH Method 7048, "Cadmium"
NIOSH Method 7082, "Lead"
NIOSH Method 7600, "Hexavalent Chromium"

NIOSH Method 7900, "Arsenic."

2.5 American Society for Testing Materials (ASTM)

ASTM D3335, "Test Method for Low Concentration for Lead, Cadmium, and Cobalt in Paint by Atomic Absorption Spectroscopy"

2.6 Environmental Protection Agency (EPA) Publications

SW-846, Test Methods for Evaluating Solid Waste - Physical and Chemical Methods
EPA Method 3050, "Acid Digestion of Sediments, Sludges, and Soils"
EPA Method 1311, "Toxicity Characteristic Leaching Procedure"
EPA Method 200.7, "Determination of Metals and Trace Elements in Water and Wastes by ICP"
EPA Method 239.1, "Methods for Determination of Metals in Environmental Samples"

2.7 Steel Structures Painting Council (SSPC)

SSPC-Guide 6, "Guide for Containing Debris Generated During Paint Removal Operations"
SSPC-Guide 7, "Guide for the Disposal of Lead -Contaminated Surface Preparation Debris"
SSPC - TU 7, "Conducting Ambient Air, Soil, and Water Sampling During Surface Preparation and Paint Disturbance Activities."

2.8 American Industrial Hygienists Association (AIHA)



Environmental Lead Proficiency Analytical Testing Program (ELPAT) Proficiency Testing for Lead - Airborne (AIHA-PAT)

3.0 DEFINITIONS

3.1 **Lead-Containing Paint:** The paint on structures that contains more than 600 ppm lead. The existing paint on this project is lead-containing paint. Any laboratory testing to determine the presence of lead in the existing paint shall be done in accordance with ASTM D-3335 by a laboratory determined to be proficient in the ELPAT program.

3.2 **Hazardous Waste:** Paint and abrasive debris is classified as hazardous waste due to any of the RCRA criteria; i.e., Corrosivity, Ignitability, Reactivity or Toxicity. Usually a waste from a paint removal project is a hazardous waste due to the characteristic of toxicity. Toxicity is indicated, if after testing by the Toxicity Characteristic Leaching Procedure (TCLP) EPA Method 1311, the leachate contains any of the following elements in the listed concentrations or greater.

Arsenic	5.0 PPM
Barium	100.0 PPM
Cadmium	1.0 PPM
Chromium	5.0 PPM
Lead	5.0 PPM
Mercury	0.2 PPM
Selenium	1.0 PPM
Silver	5.0 PPM

Note: Other compounds and characteristics can cause a waste to be hazardous as defined in 40 CFR 261 and should be taken into consideration.

3.3 **Generator:** Any person, by site, whose act or process produces hazardous waste. Maryland Transportation Authority and the Contractor will be considered the co-generators of the surface preparation waste. The Contractor is the Generator of any other wastes.

3.3.1 **Maryland Fully-Regulated Generator:** A generator who generates or causes to be generated over 220 pounds of waste per month. For purposes of this special provision, the generator is considered to be a large quantity generator.

3.4 **Containment and Ventilation System:** Includes the containment structure (i.e., containment walls, floor, supporting structure, entryways), ventilation system (i.e., air input and exhaust), and dust collection.



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- 3.5 **Debris:** Any materials or combinations of materials that are removed from a surface or used to remove or contain paint. All dust, paint chips, spent abrasive, old containment materials, empty paint containers, etc., are debris.
- 3.6 **29 CFR 1926.62:** Any reference to 29 CFR 1926.62 in this Special Provision shall mean 29 CFR 1926.62 with Maryland Amendments.

4. CRITERIA FOR CONTAINMENT AND VENTILATION SYSTEMS

- 4.1 **Containment/Ventilation System:** The Contractor shall design a containment system that meets the requirements of SSPC Class 2W as defined in the SSPC-Guide 6, "Guide for Containing Debris Generated During Paint Removal Operation," when performing high-pressure water cleaning. A Class 3P containment shall be used when vacuum-shrouded hand or power tool cleaning is performed, or a Class 2P containment if non-shrouded tools are used.
- 4.2 The deck drains shall not be blocked. The containment plans shall show how water will be re-directed through or around the containment.
- 4.3 The containment shall control environmental emissions according to the criteria listed in Section 5.0 and control the working environment within containment according to criteria in Section 7.0. In the event of a conflict between SSPC "Containment Classification Guide" and this Special Provision, the requirements of this Special Provision shall prevail.
- 4.4 The Contractor shall thoroughly examine the work areas of the Bridge and be prepared to verify its ability to support the containment system. Portions of the containment system and scaffolding to be completely supported by the structure (i.e., hanging from the structure), and/or which impart a wind load on the bridge, shall be designed by a licensed Professional Structural Engineer registered in the State of Maryland in accordance with the requirements of SP 2-7. The Contractor shall submit the containment design package in accordance with the requirement in Part 8.

5. CRITERIA FOR CONTROLS OVER ENVIRONMENTAL EMISSIONS

- 5.1 Ambient Air Quality for Particulate Matter (40 CFR 50.6): Air quality monitoring for particulate matter will not be necessary.
- 5.2 Ambient Air Quality for Lead Emissions (40 CFR 50.12): Air quality monitoring for lead will not be necessary.



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- 5.3 If a complaint is received, the Contractor shall be responsible for performing EPA ambient air monitoring. Sampling procedures for particulate matter shall be in accordance with 40 CFR, Part 50 - Appendix J. Sampling procedures for lead shall be in accordance with 40 CFR, Part 50 - Appendix B. Three sets of monitors shall be used - two sets in the direction of the prevailing wind and one set on the opposite side of the blasting operation.
- 5.4 **Visible Emissions:** Visible emissions shall be determined in accordance with SSPC Guide 6, Section 5.5.1, Method A - Visible Emissions. Visible emissions shall not exceed Level 1, which limits emissions to a cumulative duration of no more than one (1) percent of the work day. SSPC TU-7 provides guidance on performing visible emissions. Visible emissions relates to dust and not to water vapors.
- 5.3 **Soil Quality:** The Contractor shall not contaminate the soil with lead. This includes the soil where land-based activities may occur. The Contractor shall take pre-job soil samples and post-job samples. These samples shall be analyzed for lead by a ELPAT-accredited laboratory in accordance with EPA Method 3050 or the laboratory's accredited procedure. The results shall be submitted to the Engineer within two days of their receipt. The results of lead analysis of these samples will be supplied upon request to Maryland Department of the Environment for evaluation. Any clean-up procedures that are required and the associated costs that are a result of lead contamination of the soil as determined by the differences in the lead content of the pre- and post-job samples shall be the responsibility of the Contractor.
- 5.4 **Water Quality:** The Contractor shall prevent all materials, including debris, dust, and paint chips, from being deposited in the Susquehanna River. Visible solids or paint chips observed falling in the water, or increases in surface water lead concentrations of 5 parts per million or more above background level shall be cause to shut down the project until improvements are made to containment.
- 5.4.1 The Contractor shall be responsible for taking and analyzing water samples if a complaint is received.
- 5.4.2 Surface water samples shall be taken. The sampling protocol shall consist of taking five individual samples up-stream and five individual samples downstream in line with the containment and about 150 feet from the bridge. A background sample shall be taken at least one-half mile in the up-tide direction from the bridge.
- 5.4.3 The samples shall be analyzed for lead in accordance with EPA Method 200.7 or EPA Method 239.1



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5.4.4 The results shall be submitted to the Engineer within three days of the date of sampling.

6.0 **CRITERIA FOR THE HANDLING OF SPENT ABRASIVE WASTE AND REPORTING RELEASE**

6.1 All other waste streams shall be stored in separate containers. These waste streams shall be sampled and tested to determine their classification. They shall be properly disposed based on their classification.

6.2 **Sampling and Testing the Debris:** Four initial, representative and random samples of each waste stream shall be selected and documented in accordance with the requirements of SW-846. The samples shall be tested in accordance with EPA Method 1311 found in Appendix II of 40 CFR 261. The Contractor shall submit the name and qualification of the laboratory performing the tests and shall require the laboratory to submit the results simultaneously to the Contractor and to Maryland Transportation Authority. Subsequent sampling and testing shall be as required by the disposal facility.

6.3 All waste streams shall be tested for the eight (8) RCRA metals.

6.4 **Hazardous Waste:** If the test results indicate that one or more of the waste streams is a RCRA- defined Hazardous Waste, the following requirements shall apply.

6.4.1 **Site Storage and Handling:** The Contractor shall comply with all the requirements of 40 CFR 262 and 40 CFR 265, and COMAR 26.13.03.05 for on-site handling of debris. The Contractor is advised to pay particular attention to the following:

6.4.1.1 Time of storage from accumulation start date;

6.4.1.2 Use of proper containers;

6.4.1.3 Personnel training.

6.4.1.4 Daily waste storage site inspection

6.4.2 The site storage area must be approved by the Engineer. This site may be located on Maryland Transportation Authority property near the project site if it does not interfere with operations, is not hazardous to MdTA employees, and if approved by the Engineer. The security of the storage site and the waste shall be the sole responsibility of the Contractor. The prime concern is that a fenced, locked and secure compound be erected.



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- 6.4.3 Paint debris shall not be placed on or allowed to accumulate on unprotected ground and shall be adequately shielded to prevent dispersion of the debris by wind or rain or water run-off. Any evidence of improper storage shall be cause for immediate shut-down of the project until corrective action is taken.
- 6.4.4 The Contractor shall be responsible for disposing of hazardous waste, including preparation of manifests and arranging for transport by a certified waste hauler to a permitted facility. Maryland Transportation Authority will sign the manifests for surface preparation wastes.
- 6.4.5 Information on handling and disposal of hazardous waste in Maryland can be obtained from the Department of Environment, Waste Management Administration, 1800 Washington Boulevard, Baltimore, MD 21230. Hazardous Waste Information - (410) 537-3344.
- 6.5 Waste material that is not classified as a hazardous waste for other properties or constituents shall be transported and disposed of as an industrial waste in accordance with EPA and Maryland DOE requirements.

7. CRITERIA FOR CONTROLS OVER WORKER PROTECTION

- 7.1 The Contractor shall perform initial exposure assessment as required by 29 CFR 1926.62(d) with Maryland Amendments when high-pressure water cleaning is performed and when hand and power tool cleaning is performed. Cassettes from the breathing zone samples shall be analyzed for arsenic, lead and cadmium. Hexavalent chromium exposure shall also be measured using the procedures in 29 CFR 1926.1126.
- 7.2 The Authority shall be supplied with the results within two (2) working days of receipt of the results from the laboratory.
- 7.3 If the exposure to arsenic, cadmium or lead for any job classification is found to be above the action level, or if there is any exposure to hexavalent chromium, work shall stop immediately. The Contractor shall then submit the required written program in accordance with Maryland Standard Specifications Section 436.03.31.

8. SUBMITTALS

The Contractor shall provide detailed, site-specific, written programs for each of the following items within 30 days of the award of the contract and prior to the mobilization of any equipment to the project site.



- 8.1 **Paint Removal and Containment.** The Contractor shall provide a written plan for the method employed for surface preparation, containment and ventilation. This submittal shall include drawings, load-bearing capacity calculations, and wind load calculations. The submittal shall be in accordance with Section 4 and SP X-1. The drawings and calculations shall be stamped by a structural Professional Engineer licensed in the State of Maryland. The review and acceptance of the working drawings by Maryland Transportation Authority shall in no way relieve the Contractor of any responsibility for obtaining the required degree of capture, containment and collection of dust and debris.
- 8.2 Programs for the Protection of Ambient Air, Soil and Water. The Contractor shall submit testing and evaluation programs that will be used to confirm that work does not violate Federal, State and Local regulations.
- 8.3 **Handling, Analysis and Disposal of Debris.** The Contractor shall provide the following:
- 8.3.1 A copy of any test results and the procedures used to prove that the methods used by his operations will not result in the generation of a hazardous waste.
- 8.3.2 Assuming that the waste is hazardous until it is shown that it is not, the Contractor must provide:
- 8.3.2.1 **Handling and Site Storage.** The Contractor shall submit a written plan that addresses the handling and site storage of lead-containing debris in accordance with 40 CFR 262 and 40 CFR 265. The Contractor shall detail how he will comply with labeling, storage, and accumulation requirements.
- 8.3.2.1.1 The Contractor shall submit a copy of the Preparedness, Prevention, and Contingency Plan (PPCP).
- 8.3.2.1.2 The Contractor shall submit a copy of a certificate for every employee on the project which indicates that he/she has been trained in compliance with 40 CFR 265.16.
- 8.3.2.2 **Sampling and Testing.** The Contractor shall submit written procedures which detail the sampling and testing of the debris to determine if it is a hazardous waste. The sampling procedures shall be in accordance with those outlined in SW-846 and with TCLP procedures as defined in Appendix II of 40 CFR 261.



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8.4 **CERCLA Release**. The Contractor shall submit a plan for Reportable Quantities in accordance with 40 CFR 300 and 40 CFR 302.

9. **MEASUREMENT AND PAYMENT**

9.1 The cost of environmental protection including all labor, equipment, materials, permits, working drawings, collection and temporary storage, waste hauling and disposal, testing, monitoring, etc., including any revisions and resubmissions that may be required during the execution of the work as well as all other incidentals required will not be measured for payment, but cost thereof shall be included in the contract lump sum bid price for the "Environmental Protection" item.

9.2 The cost of worker protection including all labor, materials, exposure monitoring, respirators, replacement filters, personal protective equipment, showers, wash facilities, medical monitoring and medical surveillance, recordkeeping, training, laundering, tests, and all other measures to control lead exposure to the Contractor's employees and MdTA personnel as described herein and required by 29 CFR 1926 with Maryland Amendments will not be measured but shall be included in the "Worker Protection" item.



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**CATEGORY 400
STRUCTURES**

SECTION 400.02 –MISCELLANEOUS REPAIRS

400.02.01 DESCRIPTION

An allowance of \$250,000.00 has been included in the proposal book to perform miscellaneous repairs assigned by the Engineer within the project site or. The scope of repairs will be determined by the Engineer.

400.02.02 MATERIALS N/A

400.02.03 CONSTRUCTION

This contingent item of work shall be used at the discretion of the Engineer.

400.02.04 MEASUREMENT AND PAYMENT

All work performed under this item will be measured and paid for in accordance with GP-9.02 of the Specifications. If the Contractor and the Engineer can agree upon unit prices or other method of payment, the agreed upon method of measurement and payment shall then be used.



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PAINT SYSTEM PERFORMANCE WARRANTY

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SECTION 400
STRUCTURES

400.03-PAINT SYSTEM PERFORMANCE WARRANTY

400.03.1 DESCRIPTION. Provide and install the paint system in accordance with the Contract Documents, and warrant the bridges cited in the Notice to Contractors located elsewhere in this Invitation for Bids for a two year period starting from the date of acceptance of the Construction Phase of this bridge by the Administration.

400.03.2 MATERIALS. All materials shall be the same as specified in these Contract Documents and from the same manufacturer as the original construction of this Contract. Provide the Administration with a certification showing compliance with the materials requirements specified in Section 436 and Section 912 of the Standard Specifications.

400.03.3 CONSTRUCTION. All work shall be done in accordance with Section 436.

Warranty Requirements.

- (1) **Bond and Liability Insurance.** Furnish a Warranty Performance Bond equal to 20 percent of the total Contract price for all items prior to the date of acceptance of the Construction Phase of the project by the Administration. This Warranty Performance Bond shall be for the entire warranty period and until all required repairs are completed, and shall be in addition to any other construction performance bond requirement. Submit an affidavit from an insurance carrier prior to Award of the Contract showing that the Contractor will be capable of providing this Warranty Performance Bond.

Furnish proof of, and maintain, liability insurance as specified in TC-5.01 for all Contractor authorized operations, persons, and equipment for the warranty period.

Satisfy the following criteria to be released from its responsibility:

- (1) Conform to the performance requirements as noted under the Warranty Work and Performance Criteria at the completion of the warranty period.
- (2) Satisfy warranty work requirements of repair, replacement, traffic control, performance bond, liability insurance, and incidentals at no additional cost to the Administration.

(b) Warranty Work.

- (1) **The Administration.** The Administration will identify all work that does not conform to the performance criteria, and notify the Contractor in writing of any required warranty work.



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(2) The Contractor. The Contractor shall correct all defective areas in accordance with Section 436. The materials shall be the same as originally applied while the surface preparation may be SSPC-SP10, near white or SSPC-SP11. All paint work shall be done by the end of the warranty period unless prevented by the seasonal limitations stated in Section 436. In this case the corrective work shall be completed in the beginning of the following season. The Contractor shall provide certification that the replacement material conforms to Section 912, and shall warrant the work for the remainder of the warranty period. The warranty performance bond shall be held until all corrective work is satisfactorily completed.

The Engineer shall be given at least two weeks notification before the Contractor begins the corrective work. The Contractor shall provide the Engineer safe access to all areas being repaired for full inspection of all operations.

The Contractor shall maintain traffic (vehicular, pedestrian, marine, etc.) throughout this work as specified in the original Contract Documents at no additional cost to the Administration.

(c) Performance Criteria. The work shall be considered defective if visible rust or rust breakthrough, paint blistering, peeling, chalking, shadow-through, scaling or scaling conditions as noted in the Performance Criteria Table occurs during the warranty period. In addition, repairs to fascia beams and fascia bearings that are considered unsightly by the Administration due to spot repair areas shall require the entire fascia beam to be recoated.

Exclusions to the warranty will be damage to the coating resulting from abuse, fire, or other catastrophe not caused by the Contractor or subcontractor. The warranty will evaluate failures defined as visible rust or rust breakthrough, paint blistering, peeling, and scaling; and determine their percent of the total surface of the steel for any bridge element. Bridge element is defined as a beam (including all stiffeners, splice plates, and bolts attached to the beam), bearing assembly, diaphragm or cross bracing (including all members of the diaphragm or cross frame, stiffener/connection plates, gusset plates, built-up truss members and bolts). For beams that are continuous over piers, each span will be considered a separate beam element. For example, one three span continuous beam will be considered as three separate beam elements separated by the pier bearing stiffeners. Failures resulting from water and salt leaking through the deck slab, open grid deck, or joints in the bridge shall not be excluded from this warranty.

PERFORMANCE CRITERIA TABLE	
THRESHOLD LEVEL	REMEDIAL ACTION
Less Than 1 % Failure of a Bridge Element	No action required
1% to Less Than 10 % Failure of a Bridge Element	Remove defective paint, rust, etc., and recoat defective element area
10 % or More Failure of a Bridge Element	Totally reclean and repaint entire defective element.



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400.03.4 MEASUREMENT AND PAYMENT. All costs associated with the required warranty performance bond and warranty work including access for inspection, access to perform the work, containment and maintenance and protection of traffic will not be measured but the cost will be incidental to the pertinent cleaning and painting or construction items specified in the Contract Documents.

**CATEGORY 400
STRUCTURES****SECTION 436 – CLEANING AND PAINTING EXISTING STRUCTURAL
STEEL**

436.01 DESCRIPTION: *Add the following:*

1.0 General

- 1.1 This specification describes the surface preparation and application of protective coatings to the steel of the Hatem Bridge. For information about these structures, refer to the original bridge plans, Contract No. H-232-4-437. A copy of these plans is provided in this Contract only for the convenience, assistance and information of prospective bidders. The Authority assumes no responsibility for the accuracy of these plans.
- 1.2 Work is to be performed in accordance with Maryland Department of Transportation Standard Specifications for Construction and Materials Section 436 and as described in this Special Provision. Any reference to “Bridge Inspection and Remedial Engineering Division” shall be changed to “Maryland Transportation Authority Engineering Division”. Any reference to “Administration” shall be changed to “Authority”. In case of conflict, the requirements in this Special Provision shall prevail.
- 1.3 The bridge is coated with a coating system consisting of an organic zinc-rich primer, epoxy mastic intermediate coat, and vinyl topcoat. Low amounts of lead are known to be in the zinc-rich primer. Four samples of paint were tested and were found to have total lead concentrations between 0.038 and 0.071 percent lead.
- 1.4 A joint, two (2) year warranty on painting of the crevices shall be supplied by the Offeror. For details, see Section 400.03 of these special provisions.
- 1.5 Due to noise restrictions, performing work that does not require a lane closure will only be allowed between the hours of seven (7) a.m. and seven (7) p.m., provided acceptable ambient conditions are maintained in the work area, the work area is accessed from beneath the bridge, and operations do not impact traffic.

2.0 Description of the Work

- 2.1 Cleaning and painting of all seams/crevices of built-up members extending from the top of the piers to an elevation equal to the portals of the overhead truss. This work shall also include the built-up girder spans.



2.2 Spot cleaning and spot painting of rusted areas below deck level. This includes removing debris from the pin areas at the Rhomboid and Wichert trusses

2.3 Approximately the last 6 feet of the transverse cross beams underneath the deck, which were painted under Contract No. HB 450-000-007R is excluded from this contract.

2.4 Protection of all utilities and conduits from damage

436.02 CONSTRUCTION *Add the following:*

1. Cleaning and Painting of Seams/Crevices

Areas to be cleaned and painted shall be determined by the Engineer. However, all areas identified as condition 1 or condition 2 as shown by the attached photos on page 5 of 5 of this special provision shall be painted. Areas identified as condition 0 shall be exempt from cleaning and painting operations.

1.1 This work consists of cleaning all crevices/joints between built up members and connections by high pressure water cleaning, application of a sealer into the crevice, and painting the area with a high-ratio calcium sulfonate coating.

1.2 The seams/crevices shall be cleaned by high pressure water cleaning in accordance with SSPC-SP12. The equipment shall be capable of cleaning at a minimum pressure of 5,000 psi and 5 gallons of water per minute using a zero degree rotating tip. Stand-off distance shall be no more than four (4) inches and the nozzle held perpendicular to the surface. The surface cleaning shall meet the requirements of SSPC-SP12 WJ4-NV2. In addition, any areas of adhered black oxides shall be removed, and pack rust shall be removed to a depth equal to the width of the distortion. Potable water shall be used for cleaning. If salt concentrations exceed the requirements of SSPC-SP12 NV2, then the surfaces shall be further cleaned/treated as required by the coatings manufacturer. Crevices shall be blown dry with clean, dry high pressure (100 psi) air. Air cleanliness shall be verified at least once per shift using the blotter test as described in ASTM D4285. A 2W containment shall be used.

1.3 The coating system shall consist of a high-ratio, co-polymerized calcium sulfonate sealer and coating. The following products or an approved equal are acceptable:

1.3.1 Termarust Technologies, Inc.

1.3.1.1 Termarust 2200LV Penetrant/Sealer

1.3.1.2 Stripe coat of Termarust 2100 Self-Priming Topcoat

1.3.1.3 Final coat of Termarust 2100 Self-Priming Topcoat



- 1.3.2 Praxis Technologies, Inc.
 - 1.3.2.1 Prax-Ten Penetrant
 - 1.3.2.2 Stripe coat of Prax-Ten Topcoat
 - 1.3.2.3 Final coat of Prax-Ten Topcoat
- 1.3.3 The stripe coat shall be of contrasting color to the topcoat. The topcoat color shall match the existing bridge color. Submit a color drawdown to the Authority for approval.
- 1.3.4 The sealer and coating shall be applied in strict accordance with the coatings manufacturer's written instructions, except as modified in this Special Provision. This includes requirements for storage, mixing, thinning, application method requirements and/or restrictions, recoat intervals, intercoat cleanliness, etc.
- 1.3.5 Painting shall not be performed when the temperature is lower than 40 °F or greater than 105 °F, or the relative humidity is greater than 90%. The surface temperature shall be a minimum of 5 °F above the dew point.
- 1.3.6 Liberally apply the penetrant to all joints, connections and gaps. Care should be taken to minimize putting penetrant on surfaces other than in and around joints and connections. Excess penetrant on the surface must be brushed out.
- 1.3.7 Apply the stripe coat to all edges of plates, angles, lattices, connections, and other shapes, corners, crevices, back-to-back angles and built-up edges. The stripe coat shall have a band width of at least 4 inches to each side of the adjoining edges and completely coat the interior of all crevices. All stripe painting should be applied by spray, but immediately afterwards it shall be "brushed in" using a brush. No other method of paint application will be allowed for stripe coating. The stripe coat shall be applied at a dry film thickness of 10 to 12 mils (wet film thickness without thinning of 15 to 18 mils).
- 1.3.8 Apply a topcoat at a dry film thickness of 5 to 7 mils (wet film thickness without thinning of 7 to 10 mils).
- 1.3.9 Wet film thickness shall be used for preliminary acceptance of the coating application since calcium sulfonate coatings cure so slowly.
- 1.3.10 A technical representative of the coatings manufacturer shall be on the job for the first week to assist the contractor in surface preparation and application techniques, and to assist the Authority and its representatives. The technical representative should be available to



respond to situations that might arise and make repeat visits to the site, as necessary.

2. Spot Cleaning and Painting Rusted Areas Below the Deck

Areas to be cleaned and painted shall be determined by the engineer. This includes but not limited to removing debris at the pin areas Rhomboid and Wichert trusses and cleaning and painting these areas as well as isolated areas on flat surfaces where the paint system has failed.

2.1 Surfaces with coating failure shall be cleaned in accordance with Subsection 1.2 of Section 436.02 of this specification. Only spot cleaning is necessary. Remove all rust and rust scale in accordance with SSPC-SP2 and SP3.

2.2 Apply a spot stripe coat as identified in Subsection 1.3 of Section 436.02 to bare metal areas at 5 to 7 mils dry film thickness (7 to 10 mils wet film thickness for unthinned coating).

2.3 Apply a spot topcoat using the topcoat material identified in Subsection 1.3 of Section 436.02 at 5 to 7 mils dry film thickness (7 to 10 mils wet film thickness for unthinned coating).

2.4 All other requirements for coatings application presented in Section 1.0 of 436.02 of these specifications apply to this work.

3. Cleaning and Painting Plan

3.1.1 As part of Section 436.03.01 of the standard specifications, the Contractor shall submit a Cleaning and Painting Plan which spells out in detail how the requirements for cleaning and painting (Sections 3 to 5) will be performed.

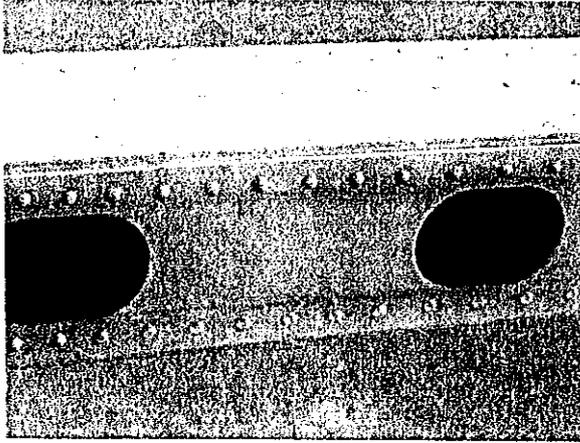
436.04 MEASUREMENT AND PAYMENT. *Add the Following*

Cleaning and painting the seams/crevices including labor, materials, equipment, access, warranty and guarantee and incidentals necessary to complete this work will be paid for at the contract unit price for the "Cleaning and Painting Seams of Built-up Structural Box Members" bid item. Double seams, i.e. field splice locations will be measured and paid for as single seams.

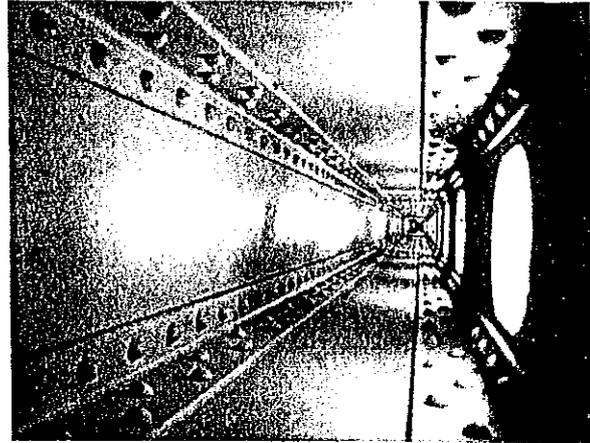
Spot cleaning below the deck, including removing debris from pin areas at Rhomboid/Wichert trusses, labor, material, equipment, access, warranty and incidentals necessary to complete this work will be paid for at the contract unit price for the "Spot Cleaning, Priming and Painting below Deck" bid item.

Protection of conduits and utilities is incidental to the cleaning and painting bid items

1. **Condition 0** - little to no corrosion with no visible separation of the seam

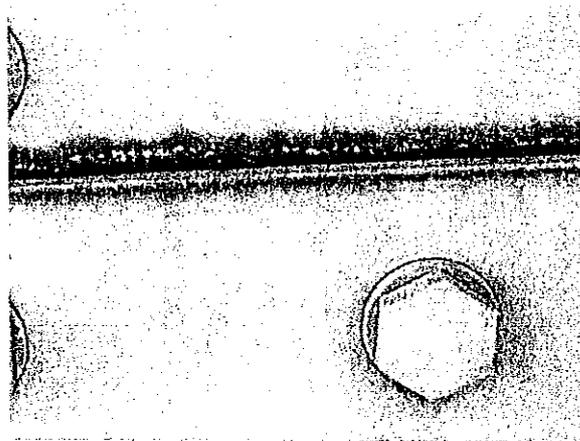


Example condition 0. Only 1 small spot of corrosion.

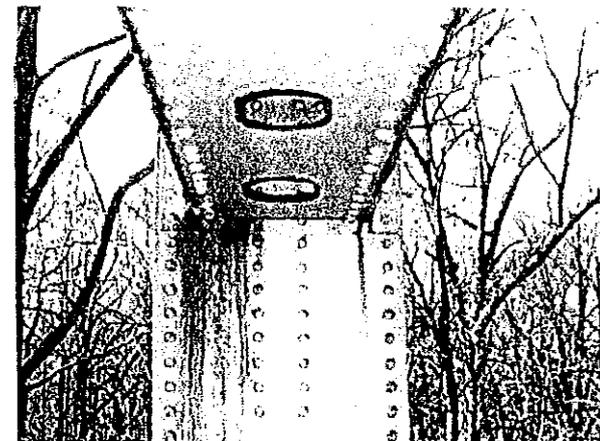


Example condition 0. Most "interior" seams on truss members were in this condition.

2. **Condition 1** - less than 1/2" impacted corrosion and/or separation of the seam

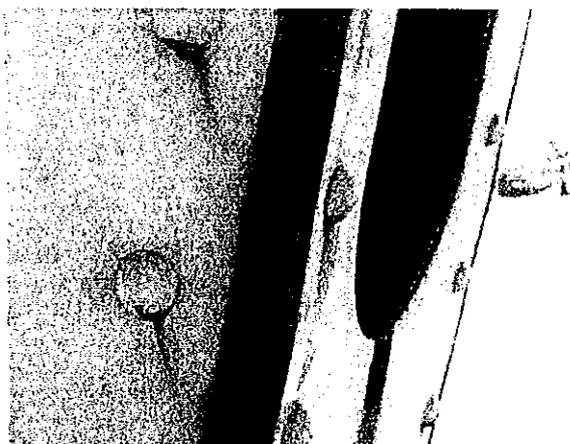


Example condition 1. Corroded seam with little to no separation of the steel plates.



Example condition 1. Corroded seams with <math>< 1/2</math>-inch "bowing" or separation of the plates.

3. **Condition 2** - greater than 1/2" impacted corrosion and separation of the seam



Example condition 2. Double seam on the outside edge of a typical truss member with >math>1/2</math>-inch of corroded seam width.



Example condition 2. Seam corrosion on Rhomboid connecting member. Notice corrosion pushing plates apart.



**CATEGORY 900
 MATERIALS**

SECTION 950 - TRAFFIC MATERIALS

950.03 REFLECTORIZATION OF SIGNS AND CHANNELIZING DEVICES.

DELETE: 950.03.03 Type IX Retroreflective Sheeting in its entirety.

INSERT: The following.

950.03.03 Permanent Signs Retroreflective Sheeting. Retroreflective sheeting for permanent signs shall conform to ASTM D 4956-05, except as modified below:

MINIMUM REFLECTIVE INTENSITY VALUES FOR RETROREFLECTIVE SHEETING Minimum Coefficient of Retroreflection (R_A) $cd/(lx \cdot m^2)$ Per ASTM E-810 (Average of 0 and 90 degree orientation)									
Observation Angle°	Entrance Angle°	White	Yellow	Fluor. Yellow	Fluor. Yellow-Green	Red	Green	Blue	Fluor. Orange
0.2	-4	570	425	340	455	114	57	26	170
0.2	30	215	160	130	170	43	21	10	64
0.5	-4	400	300	240	320	80	40	18	120
0.5	30	150	112	90	120	30	15	6.8	45
1	-4	120	90	72	96	24	12	5.4	36
1	30	45	34	27	36	9	4.5	2	14

INSERT:

950.03.07 Permanent Traffic Signs (PTS) Unless otherwise specified in the Contract Documents, retroreflective sheeting for permanent signs shall conform to 950.03.03.