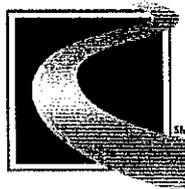


MARYLAND TRANSPORTATION AUTHORITY
Baltimore, Maryland

Invitation for Bids

Francis Scott Key Memorial Bridge



Maryland
Transportation
Authority

Contract No. KB 2250-000-002

Light Pole and Luminaire Replacement

Anne Arundel County, Baltimore City and Baltimore County

JUNE 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.
- 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 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

CONTRACT NO. KB 2250-000-002
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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>



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. KB 2250-000-002
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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.



CONTRACT PROVISIONS
OCCUPYING WETLANDS

Contract No. KB 2250-000-002
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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 Programs Division to determine the extent of any permit modification. At that time the Environmental Programs 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.



CONTRACT PROVISIONS
TRAFFIC CONTROL PLAN CERTIFICATION

CONTRACT NO. KB 2250-000-002

1 of 1

TRAFFIC CONTROL PLAN CERTIFICATION

PRIOR TO THE COMMENCEMENT OF WORK ON THIS PROJECT, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE A TRAFFIC CONTROL PLAN CERTIFICATION, CONTAINING THE INFORMATION SHOWN BELOW. THE CERTIFICATION FORM WILL BE PROVIDED TO THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT.

The Administration's Traffic Control Plan (TCP) has been reviewed and the following course of action shall be followed:

Option 1 _____
The TCP is accepted and shall be used on this project.

Option 2 _____
The TCP is accepted; however, revisions and/or additions shall be submitted for approval in conformance with the Administration's Specifications 104.01.

Option 3 _____
The TCP is not accepted and revision shall be submitted for approval in accordance with the Administration's Specifications 104.01.

It is understood that the effective implementation of the approved TCP is the responsibility of the Contractor. Minor modifications may be made by the Traffic Manager if field conditions warrant and prior concurrence is obtained from the Engineer. Significant changes to the TCP will be submitted to the Engineer in writing, for approval, in conformance with the Administration's Specifications 104.01.

(DATE)

(SIGNATURE)

(PRINT SIGNATURE)

(TITLE)



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. KB 2250-000-002
1 of 5

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(l), State Finance and Procurement Article, Annotated Code of Maryland.
- (7) "Unit" means the Division of Labor and Industry, Prevailing Wage Unit and the public body that awarded the procurement contract.



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. KB 2250-000-002
2 of 5

- (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 §A of this Regulation that was provided to all subcontractors for inspection and review by the Commissioner for three years.

Contributions to the Fund. *Currently not being enforced*

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



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. KB 2250-000-002
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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.dllr.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.dllr.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 contributions by a contractor or subcontractor, the approved apprenticeship program shall register on the Division of Labor and Industry's website at www.dllr.state.md.us/labor.



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. KB 2250-000-002
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After registering under §A of this Regulation, 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
 - (3) State the penalty, if any.



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. KB 2250-000-002
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- (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.

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement as defined in **COMAR 21.11.01.06**, for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

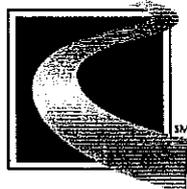
- * It is independently owned and operated;
 - * It is not a subsidiary of another business;
 - * It is not dominant in its field of operation;
 - * Its **wholesale** operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;*
 - * Its **retail** operations did not employ more than 25 persons, and its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
 - * Its **manufacturing operations** did not employ more than 100 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
 - * Its **service operations** did not employ more than 100 persons, and its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;*
 - * Its **construction operations** did not employ more than 50 persons, and its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years;*
- and
- * The **architectural and engineering** services of the business did not employ more than 100 persons and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.
 - * If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

MARYLAND TRANSPORTATION AUTHORITY
Baltimore, Maryland

Invitation for Bids

Francis Scott Key Memorial Bridge



Maryland
Transportation
Authority

Contract No. KB 2250-000-002

Light Pole and Luminaire Replacement

Anne Arundel County, Baltimore City and Baltimore County

June 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 am on June 23, 2010 in the Conference Room, 1st Floor of Francis Scott Key Bridge, Engineering Building at 300 Authority Drive in Dundalk, Maryland. While attendance at the Pre-Bid conference is not mandatory, this is the offerer's opportunity to raise questions and/or issues of concern regarding the Project.



SP 1-1 PROJECT DESCRIPTION

CONTRACT NO.: KB 2250-000-002

TITLE: Light Pole and Luminaire Replacement

FACILITY: Francis Scott Key Memorial Bridge

COUNTY: Anne Arundel County, Baltimore County and Baltimore City

ADVERTISED: **June 8, 2010**

PRE-BID MEETING: **June 23, 2010 at 10:00 a.m.** in the Conference Room at the Maryland Transportation Authority, 300 Authority Drive, 1st Floor, Engineering Building Baltimore, MD 21222.

PROJECT CONTACT: Project Manager: Mr. Koudjo Amouzou at (410) 537-7826
Contract Administration: Ms. Maggie Johnson at (410) 537-7807

BIDS DUE: **12 Noon, July 20, 2010**, in the Bid Box on the 1st floor of the Maryland Transportation Authority, Engineering Building, 300 Authority Drive, Baltimore, MD 21222.

CLASSIFICATION: Class - B (\$500,001 to \$1,000,000)

CONTRACT TIME: One Hundred Eighty (180) Calendar Days

LIQUIDATED DAMAGES: Eight Hundred Dollars (\$800.00)/Calendar Day

MINIMUM MBE GOALS: N/A
No Subgoals
SMALL BUSINESS RESERVE PROCUREMENT

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



SP 1-1 PROJECT DESCRIPTION

The work to be performed under this contract is located in the Maryland Transportation Authority's Francis Scott Key Bridge Facility (I-695 in Anne Arundel County, Baltimore City and Baltimore County).

The scope of work includes providing labor, equipment, materials, etc. necessary in installing the steel lighting poles, as shown on the plans. The work may include but is not limited to the following:

- a) Removal and disposal of existing roadway lighting poles
- b) Furnishing and installing the light poles, bracket arms, brackets and fittings.
- c) Clean box of debris thoroughly and open or repair drain.
- d) Sandblast junction box to bare metal.
- e) Prime coat with Industrial Primer.
- f) Spray a protective liner to create a new solid vinyl rust proof junction box.
- g) Remove temporary drain seals.
- h) Install new cables as specified and reinstall all covers with full sheet live rubber gasket material to prevent re-entry of street water and sweating inside cover.

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 there to shall apply to this Invitation for Bids unless otherwise specified herein.

All reference to the Maryland State Highway Administration's offices and/or positions shall be construed to mean the Maryland Transportation Authority's corresponding offices and/or positions. Prior to any submittal or contact specified, the Contractor shall have the Construction Project Manager verify that the current office and/or position are shown in the specifications. The Authority will not be responsible for any loss resulting from the Contractor not verifying the current office and/or position.

SP 1-3 ORIGINAL FACILITY PLANS AND SITE VISITS

The original facility plans are on file at the Engineering Building (300 Authority Drive, Baltimore MD 21222) of the Francis Scott Key Bridge and will be made available for inspection to prospective bidders. Parties interested in viewing the plans should contact **Mr. Koudjo Amouzou** at (410) 537-7826. Parties interested in visiting the site should contact **Mr. Charles Raycob** at (410)-537-7513.



SP 1-4 - PROMPT PAYMENT TO SUBCONTRACTORS

The prime Contractor is responsible for making timely payments to all Subcontractors and Suppliers and provide 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 ten (10) days of receiving payment from the Maryland Transportation Authority (“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 ten (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 two (2) working days of the Authority’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 Authority 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 Authority's Project Engineer when payment is made. After the Authority's Project Engineer verifies that payment has been made to the Subcontractor the Authority 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 "Maintenance of Traffic" and contract plans for lane and shoulder closures.

The Contractor shall cooperate with any other Contractors that are on site during the term of the project, as stated in GP-5.06 of the Standard Specifications. If the Contractor is directed to move off a bridge/work site once its operations have begun because of an unforeseen event, it will be compensated in accordance with the specifications.

Except for maintenance of traffic restrictions, the Contractor will be permitted to work twenty-four (24) hours a day, seven (7) days a week. However, no lane or bridge closures will be permitted during high winds (greater than 25 mph), rain, snow or other precipitation events when water, ice or snow is on the roadway or when there is the potential for fog, as determined by the Authority. Nighttime construction noise shall not be allowed unless directed by the Engineer.

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 One Hundred Thousand Dollars (\$100,000.00). 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 (\$1,000,000.00) 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 (\$500,000.00) 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 (\$2,000,000.00) 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 for default or 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**

For Informational Purpose only!

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 ten (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; and



5. Upon acceptance of a bid, provide the Maryland Transportation Authority (“Authority”) 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 the Authority only when the Authority 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/offerer is unable to achieve the specified overall contract goal or subgoals for each certified MBE classification, the bidder/offerer must request, in writing, on Attachment A, (Certified MBE Utilization and Fair Solicitation Affidavit), a waiver at the 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 Subtitle 2, Title 7, of the Corporations and Associations Article of the Annotated Code of Maryland. 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 Assessment and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. Forms can be obtained via the Maryland Department of Assessments and Taxation website at 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 prior to start of work. This shall include trucking companies who would come to the site on a repetitive basis for supply or to 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 Contractors' 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. Requests 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 of decal.



All costs associated with identification cards 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 CD or DVD and three prints of each photograph, linen mounted, to a uniform standard size of 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 disks will no 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 the “Maryland Transportation Authority”.

Except for Office of Materials and Research, all references to the Maryland State Highway Administration’s offices and positions shall mean the Authority’s corresponding Engineering Divisions and positions such as Bridge, Traffic, Highway, and Environmental Sections.



**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 it has investigated and satisfied itself 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; 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 it has satisfied itself 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 itself with the available information may not relieve it 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 its bid on forms it has generated in the development of its 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 Administration 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; and
- (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 point 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 (2) 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.



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Sample forms shall be submitted to:

Ms. Linda McGill, CPPB
Chief Procurement Officer
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 have 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.



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**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 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 four (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.



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

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.



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**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 of Eight Hundred Dollars (\$800)/Calendar Day. 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

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.

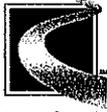
When requested in writing by the Contractor and approved by the procurement officer, payment allowance will be made for nonperishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site. Material for which payment has been made, wholly or partially, 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.



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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 9 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.



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**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 percent per annum beginning on the 31st day.



TERMS AND CONDITIONS
TC SECTION 1
REFERENCES AND DEFINITIONS

TC-1.01 REFERENCES.

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-1.03 DEFINITIONS.

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:

Mr. Koudjo Amouzou
Maryland Transportation Authority
Engineering Division
300 Authority Drive
Baltimore, Maryland 21222-2200

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 ADEQUATELY MAINTAIN PROJECT.

98 **ADD:** At the end of the Sub-section

Additionally, an appropriate deduction will be made 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 (4) 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 \$ 2,000.00 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 One Million Dollars (\$1,000,000.00) per occurrence/\$ One Million Dollars (\$1,000,000.00) 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 thirty (30) days notice of cancellation or non-renewal to:

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



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SPECIAL PROVISIONS

**TERMS AND CONDITIONS
TC SECTION 7
PAYMENT**

TC-7.05 FORCE ACCOUNT WORK.

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



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SPECIAL PROVISIONS

**CATEGORY 100
PRELIMINARY**

**SECTION 100.01 - MAINTENANCE OF NAVIGATION AND COMPLIANCE WITH
STATE AND FEDERAL REGULATIONS**

100.01 GENERAL

Note that the bridges to be repaired may be over navigable waters which are under the navigational jurisdiction of the U.S. Coast Guard, U.S. Department of Transportation with headquarters at the following address: Commander (AOWB) USCG Atlantic Area, 4th Floor, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704. The Contractor shall 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.

All work shall be conducted so as to 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.

100.02 MEASUREMENT AND PAYMENT

Payment for this item including obtaining Coast Guard permits will not be paid separately but will be incidental to other pertinent bid items.



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SPECIAL PROVISIONS

**CATEGORY 100
PRELIMINARY
SECTION 104 - MAINTENANCE OF TRAFFIC**

104.01 TRAFFIC CONTROL PLAN (TCP)

104.01.01 DESCRIPTION

DELETE: The forth paragraph sentence “Refer to contract documents for work restrictions” in its entirety.

INSERT:

AGENCY CONTACTS

Maryland Transportation Authority

CONTACT	TITLE	Phone Number
Mr. Charles Raycob	Francis Scott Key Bridge Administrator	(410) 537-7513
Ms. Roxane Y. Mukai	Traffic Manager	(410) 537-7848
Mr. Robert Jordan	Electrical Manager	(410) 537-7851
Mr. Koudjo Amouzou	Project Manager	(410) 537-7826

Work Restrictions. On Monday of each week, the Contractor shall provide the Engineer with a complete list of anticipated lane and shoulder closures for the following two weeks, allowing the Authority a minimum of fourteen (14) calendar days or ten (10) working days notification. The Engineer shall then notify the affected facilities, the Engineering Division’s Traffic Section and other appropriate offices. No lane closures shall be made without prior written approval of the Engineer in the form of an Authority lane/shoulder closure permit. The Authority is not responsible for lost workdays resulting from the Contractor failing to submit schedules or providing notification of maintenance of traffic requirements in a timely manner. Other contractors may be actively working in or around the vicinity of this project. The Contractor shall cooperate with and coordinate work activities with contractors in adjoining or overlapping work areas.

The Contractor is responsible for obtaining lane/shoulder closure or other Permits from all affected agencies that require permits for work on their right of way, including those listed in this Special Provision. The Contractor shall make contact with the representative from the affected



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agency, through the Project Engineer and provide a copy of all coordination correspondence to the Authority. Sufficient time shall be allowed for review and approval of the permit application.

ALLOWABLE LANE CLOSURE SCHEDULES

FRANCIS SCOTT KEY BRIDGE

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00 A.M. – 3:00 P.M.	Monday – Friday	Single Lane Closure
8:00 P.M. – 5:00 A.M.	Monday – Friday	Single Lane Closure
8:00 P.M. – 5:00 A.M.	Friday to Monday	Single Lane Closure

Work is not permitted on the day before, the day of, and the day after the Holidays indicated below on all facilities. For detailed on the Key Bridge holiday closure restrictions, see table below:

- New Year’s Day, January 1
- Easter Weekend
- Memorial Day, the last Monday in May (Including that Weekend)
- Independence Day, July 4
- Labor Day, the first Monday in September (Including that Weekend)
- 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, high winds (>25mph), snow or other precipitation events when water, ice or snow is on the roadway or when there is potential for fog 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.



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- 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 ≥ 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 manufacturer'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 and Pre-Paving 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.



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

104.01.04 MEASUREMENT AND PAYMENT

INSERT: The following:

Measurement and payment of single lane closure will be made at the Contract unit days for Single Lane Closure. The payment will be full compensation for all material, labor, traffic manager, equipment, tools, and incidentals necessary to complete the work. The cost shall include all required equipment and setups shown on the maintenance of traffic standards as well as removal of all traffic control setups. A unit day shall consist of any approved usage within a 24 hour calendar day period. Each item will be paid for only once per unit day, regardless of how many times it is used, located, or relocated.

If multiple work crews are present within a single lane closure requiring more than one protection vehicle per single lane closure, then measurement and payment will be in accordance with Standard provision 104.23.

As approved by the engineer, a 15 minutes traffic drag in accordance with Maryland Standard No. 104.06-08 may be utilized to temporarily close both lanes of traffic in each direction of travel for the purpose of placing light poles. This work will not be measured and there will be no additional payment for the traffic drag.



**CATEGORY 400
STRUCTURES**

SECTION 499 – WORKING DRAWINGS

499.01 DESCRIPTION.

“Refer to section 499.01 of the Standard Specifications”

499.02 MATERIALS.

Not applicable.

499.03 CONSTRUCTION.

INSERT: The following:

Submittals to be included under this Section include:

1. For steel light poles, calculations including analysis under wind loading and reactions at the pole base. Calculations shall be sealed, dated and signed by a Professional Engineer registered in the State of Maryland.
2. For steel light poles, manufacturer’s catalog cuts and shop drawings.
3. For steel mounting brackets, steel shop drawings.

499.04 MEASUREMENT AND PAYMENT.

“Refer to Section 499.04 of the Standard Specifications”



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**CATEGORY 800
TRAFFIC**

SECTION 806 — LUMINAIRES AND LAMPS

DELETE: Section 806 in its entirety.

INSERT: The following paragraphs:

806.01 DESCRIPTION. Furnish and install LED luminaires.

806.02 MATERIALS.

Luminaires and Lamps 950.12

806.03 CONSTRUCTION.

Attach a safety cable to access doors that face downward and that support the weight of all or part of the ballast. The safety cable shall restrict the amount the door may swing open to 90 degrees. The cable shall be attached to the door by spring clips that can be removed without the use of tools, to allow the door to be easily removed.

806.03.01 Arm Mounted Luminaires. Adjust socket positions to provide the required photometric performance.

806.03.02 Bridge Underpass Luminaires. Not used.

806.03.03 Cleaning. Prior to the 30-day performance test, clean LED luminaires with a product approved by the manufacturer.

806.03.04 Installation. Furnish and install all LED luminaires in conformance with the manufacturer's recommendations or as specified in the Contract Documents.

806.03.05 Luminaire Photometric Data and Calculations.

Submit the following data with the catalog cut for the luminaire.

- (a) **Photometric Data.** The contractor shall provide electrical and photometric data measured in accordance with IESNA LM-79. Electronic photometric data shall be provided for use in typical lighting design software applications using IESNA format. Clearly indicate the name of the file on the catalog cut.



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- (b) **Photometric Calculations.** The contractor shall provide photometric calculations showing the expected performance of the lighting system in the project application. Photometrics shall include a dirt depreciation factor of at least 5% (0.95). Lamp depreciation at end of life (50,000hours) shall be used based on the predicted lamp depreciation using IESNA LM-80.

ANSI C78.377 (Specifications for the Chromaticity of Solid State Lighting Products) shall be used for CRI measurement. Contractor shall provide photometric data to include candlepower distribution curves for both horizontal and vertical along with isofootcandle plots. The contractor shall provide lumen depreciation data and curves calculated in accordance with IESNA LM-80. The depreciation shall not exceed 30% for the proposed installation at 50,000 hours lamp life.

806.04 MEASUREMENT AND PAYMENT. Luminaires will be measured and paid for at the Contract unit price per each. The payment will be full compensation for photocell, when required, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

806.04.01 Photometric calculations, and photometric data, will not be measured but the cost will be incidental to other pertinent items included in the Contract Documents.



**CATEGORY 800
TRAFFIC**

SECTION 808 – LIGHTING STRUCTURES

808.01 DESCRIPTION.

CHANGE: 808.01 to read “Furnish and install steel lighting poles, bracket arms, mounting brackets and fittings.” .

808.02 MATERIALS.

INSERT: The following:

“New light poles shall be galvanized steel, with a projection of 2’-0”, mounted at a height of 40’-0” .”

808.03 CONSTRUCTION.

DELETE: “Refer to Section 801 for concrete foundations.”

INSERT: The following:

“Refer to Section 430.03 for the fabrication of the mounting bracket.

New steel shall be galvanized in accordance with ASTM A123 and A153.

Refer to Section 436 for cleaning and painting of the existing steel fill plate.”

DELETE: “All aluminum poles shall be furnished with internal vibration dampening devices.”

808.04 MEASUREMENT AND PAYMENT.

CHANGE: 808.04.01 to read “Lighting Structures will be measured and paid for at the Contract unit price per each pole attachment condition. **Contractor to include spare part packages, consisting of... ”**

DELETE: 808.04.02, 808.04.03 AND 808.04.04 in their entirety.

INSERT: The following:

808.04.02 Pole attachment conditions shall include the following where applicable:



1. Removal of existing bracket and pole, and attachment of new steel bracket to existing steel parapet. Furnish and install the new mounting bracket and associated hardware, clean and paint the filler plate, and install all conduit modifications. Spot power tool clean existing steel plate in accordance with section 436.03.29 (b)(3).
2. Removal of existing bracket and pole, and attachment of new steel brackets to existing concrete parapet using new expansion anchors. This item will include testing of four installed anchors for pullout, and incidental repair of concrete after testing if required. Furnish and install the new mounting bracket and associated hardware, clean and paint the filler plate, and complete all conduit modifications.

808.04.03 Each "Spare Parts Package" shall include one new galvanized steel pole in accordance with this Section and one LED Luminaire in accordance with Section 950.12.

**CATEGORY 800
TRAFFIC****SECTION 811 — ELECTRICAL HAND HOLES, MANHOLES, PULL AND JUNCTION
BOXES****811.01 DESCRIPTION.**

CHANGE: to read. "This work shall consist of refurbishing existing junction boxes as specified in the contract documents."

811.02 MATERIALS.

DELETE Section 811.02

811.03 CONSTRUCTION.

ADD: Cables to remain shall be protected during junction boxes cleaning operations.

For the cost item repair and reseal junction boxes, the following procedures will be implemented:

- One lighting section will be done at one time when junction boxes are refurbished.
- Remove all cabling from Junction boxes.
- Clean box thoroughly and open or repair drain.
- Temporarily seal conduits and drain to prevent blockage.
- Sandblast junction box to bare metal.
- Prime with Industrial Primer.
- Spray a protective liner by Scorpion Coatings into existing junction box to create a new solid vinyl rust proof junction box.
- Remove temporary drain seals.
- Drill concrete hole behind all ¼ - 20 screws with 3/16" masonry bit for clearance.
- Re-tap all cover mounting holes with ¼ - 20 tap and install all new stainless steel screws. With anti-seize compound.
- Install new cables as specified and reinstall all covers with full sheet live rubber gasket material to prevent re-entry of street water and sweating inside cover

811. 04 MEASUREMENT AND PAYMENT.

See Subsection 811.04 of the Standard Specifications.



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**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.



**CATEGORY 900
MATERIALS**

SECTION 950.12 — LUMINAIRES AND LAMPS

DELETE: Paragraph 950.12 in its entirety.

INSERT: The following paragraphs:

Contractor shall provide a complete lighting device consisting of single head die-cast aluminum housing, support clamps, heatsink, integral weather-tight LED driver, associated hardware, and necessary wiring. All parts of the luminaire shall incorporate the latest ratings and design improvements of the manufacturer. Luminaires shall incorporate individual twist lock photoelectric cells ONLY when specified on the plans. All Exposed hardware shall be stainless steel. The LED luminaire shall have an AASHTO lateral light distribution of Type III unless specified otherwise on the plans.

The Contractor shall provide 5 year warranty covering replacement LED's and Electronic drivers.

The integrity of the housing shall also be warranted for 5 years. The integrity shall include environmental soundness (eg: Not leaking), structural soundness (eg: Not in danger of falling or coming apart), and thermal soundness (eg: Able to provide appropriate thermal control for the LED's).

950.12.01 LUMINAIRE CONSTRUCTION.

- (a) Bracket arm mounted luminaire housing shall be cast aluminum with natural finish. The housing shall contain and support the LED luminaire, integral weather-tight LED driver, and support clamp. Provisions shall be made for leveling and adjusting the luminaire to the specified transverse and longitudinal position to the roadway. The fixture shall be secured by at least two (2) 5/16-18 UNC bolts spaced on 2" centers.

The Light Engine shall operate at a nominal 277 VAC, 60 Hz 6000K Color Temperature with the ambient temperature of 25° C. The CRI shall be 75 or greater. The luminaire shall have an Ingress Protection (IP) Grading of IP65, or better. Units shall be provided with integral surge suppression protection that complies with the recommendations of ANSI C62.41.

LED drivers shall have a power factor >90% and THD <20% of full load, an integral weather-tight electrical box with terminal strip for easy power hook-up. Luminary shall come equipped with a NEMA photocell receptacle where specified on the plans. The luminaire shall have a safety tether for maintenance. Leaf/debris guard shall be



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provided. The completed luminaire assembly shall not require any periodic preventive maintenance throughout its life expectancy.

950.12.02 LED LUMINARIES.

LED luminaries shall be provided for the type and wattage specified. Luminaries shall be first line, high quality and be as approved and UL listed suitable for wet locations. Luminary wattage, horizontal or vertical initial lumens, rated lamp life, and percent of initial lumens at end of rated lamp life shall be as specified or as follows:

TYPE	WATTS	INITIAL LUMENS	RATED LIFE (hours)	PERCENT INITIAL LUMENS AT RATED LIFE
120 LED	225	13000	50000	70