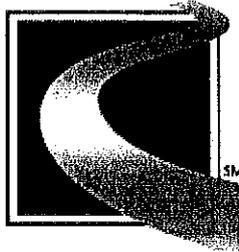


MARYLAND TRANSPORTATION AUTHORITY
Baltimore, Maryland
Invitation for Bids

BALTIMORE HARBOR TUNNEL
FORT MCHENRY TUNNEL
FRANCIS SCOTT KEY BRIDGE
HARRY W. NICE MEMORIAL BRIDGE
JOHN F. KENNEDY MEMORIAL HIGHWAY
POINT BREEZE OFFICE COMPLEX
THOMAS J. HATEM MEMORIAL BRIDGE
WILLIAM PRESTON LANE JR. MEMORIAL BRIDGE



Maryland
Transportation
Authority

CONTRACT NO. MA-2239-000-002

UPGRADE AND/OR REPLACE METAL TRAFFIC
BARRIERS AND ATTENUATORS

ANNE ARUNDEL COUNTY
BALTIMORE CITY
BALTIMORE COUNTY
CECIL COUNTY
CHARLES COUNTY
HARFORD COUNTY
HOWARD COUNTY
QUEEN ANNE'S COUNTY

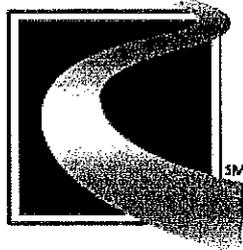
FEBRUARY, 2009

MARYLAND TRANSPORTATION AUTHORITY

Baltimore, Maryland

Invitation for Bids

**BALTIMORE HARBOR TUNNEL
FORT MCHENRY TUNNEL
FRANCIS SCOTT KEY BRIDGE
GOVERNOR HARRY W. NICE MEMORIAL BRIDGE
JOHN F. KENNEDY MEMORIAL HIGHWAY
POINT BREEZE OFFICE COMPLEX
THOMAS J. HATEM MEMORIAL BRIDGE
WILLIAM PRESTON LANE JR. MEMORIAL BRIDGE**



**Maryland
Transportation
Authority**

CONTRACT NO. MA-2239-000-002

**UPGRADE AND REPLACE METAL TRAFFIC BARRIERS
AND ATTENUATORS**

**ANNE ARUNDEL COUNTY
BALTIMORE CITY
BALTIMORE COUNTY
CECIL COUNTY
CHARLES COUNTY
HARFORD COUNTY
HOWARD COUNTY
QUEEN ANNE'S COUNTY**

FEBRUARY, 2009

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 10:00am on February 17, 2009, in the Conference Room, 2nd 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 offeror's opportunity to raise questions and/or issues of concern regarding the project.



Maryland
Transportation
Authority

SPECIAL PROVISIONS

Contract No. MA-2239-000-002

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SPECIAL PROVISIONS

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IMPORTANT INFORMATION REGARDING MBE UTILIZATION AND BIDDING REQUIREMENTS

The Maryland Transportation Authority (the "Authority") 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 proposal book.

Please read all of the instruction 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 sub goals, 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.

Updated
11/20/2008

ATTACHMENT B Part 2

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), Total sub contract dollar amount (Column 3) and NAICS Codes of the services to be performed or products to be supplied (Column 4)
- Clarify for each sub-contractor if it will provide services, is a supplier or will supply and install (Column 5)
- 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 NAICS Codes through MDOT and can perform the proposed services 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 services and your contract falls short of the established MBE goal, your firm will be considered **non-responsive**. Prime Contractors are strongly encouraged to check the MDOT database at www.mbe.md.state.md.us to see if the subcontractor is certified to perform the services and to make sure the subcontractor has not graduated from the listed NAICS codes. If you have questions after checking the data base, you may contact the Authority MBE Office at 410-537-1048 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 5) (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 form (Column 1). Please note: 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. Specifics as to why a Third Tier contracting agreement must be included.

Updated
11/20/2008

- Attachment B must be signed and dated.
- If you are the apparent low bidder, you will receive a letter from the Authority 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 the Authority. 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 ten (10) days, the Procurement Officer may determine that the apparent low bidder is not responsible and therefore not eligible for contract award.

Updated
11/20/2008

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.

11/20/08

Notice to Bidders/Offerors

eMaryland Marketplace Fee

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").
- (b) Temporary Barrier.
 - (1) Concrete Barrier.
 - (2) Traffic Barrier W Beam and Water Filled 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. MA-2239-000-002

2 of 2

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 (TMA) (b) Temporary Barriers (1) Concrete Barrier (2) Traffic Barrier W Beam and Water Filled 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>



CONTRACT PROVISIONS
OCCUPYING WETLANDS

CONTRACT NO. MA-2239-000-002

1 of 1

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.



Maryland
Transportation
Authority

CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY

CONTRACT NO. MA-2239-000-002

1 of 2

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 be either fluorescent orange-red or 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



Maryland
Transportation
Authority

CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY

CONTRACT NO. MA-2239-000-002

2 of 2

apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment.

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.



Maryland
Transportation
Authority

SPECIAL PROVISIONS

CONTRACT NO. MA-2239-000-002

Page 1 of 9

SP 1-1 PROJECT DESCRIPTION

CONTRACT NO.: MA-2239-000-002

TITLE: Upgrade and Replace Metal Traffic Barrier and Attenuators

FACILITY: Baltimore Harbor Tunnel, Fort McHenry Tunnel, Francis Scott Key Bridge, Governor Harry W. Nice Memorial Bridge, John F. Kennedy Memorial Highway, Point Breeze Office Complex, Thomas J. Hatem Memorial Bridge, William Preston Lane Jr. Memorial Bridge

COUNTY: Anne Arundel County, Baltimore City, Baltimore County, Cecil County, Charles County, Harford County, Howard County, Queen Anne's County

ADVERTISED: February 3, 2009

PRE-BID MEETING: **10:00am on February 17, 2009** in the Conference Room at the Maryland Transportation Authority, 300 Authority Drive, 2nd Floor, Engineering Building, Baltimore, MD 21222

PROJECT CONTACT: Project Manager: Ms. Angelica Daniel at (410) 537-7828
Contract Administration: Ms. Maggie Johnson at (410) 537-7807

BIDS DUE: **12 Noon, March 6, 2009**, in the Bid Box on the 1st floor of the Maryland Transportation Authority, Engineering Building, 300 Authority Drive, Baltimore, MD 21222

CLASSIFICATION: Class D (\$1,000,001 to \$2,500,000)

CONTRACT TIME: 730 Calendar Days

LIQUIDATED DAMAGES: N/A

MINIMUM MBE GOALS: Overall 25%

BID DOCUMENTS: \$50.00 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.



Maryland
Transportation
Authority

SPECIAL PROVISIONS

CONTRACT NO. MA-2239-000-002

Page 2 of 9

This contract provides for the replacement and maintenance of traffic barrier w-beam and attenuators on an as-needed basis. The work on this contract is intended to be an "on call" contract.

The work under this contract may be performed at the facilities of Baltimore Harbor Tunnel, Fort McHenry Tunnel, Francis Scott Key Bridge, Harry W. Nice Memorial Bridge, John F. Kennedy Memorial Highway, Point Breeze Office Complex, Thomas J. Hatem Memorial Bridge, and the William Preston Lane Jr. Memorial Bridge and related approach roadways located in Anne Arundel County, Baltimore City, Baltimore County, Cecil County, Charles County, Harford County, Howard County, and Queen Anne's County.

- 1) All engineering and layout services if required will be provided by the Authority.
- 2) This contract will cover two (2) years of replacement and maintenance of traffic barrier w-beam and attenuator work as indicated in this proposal. The term will begin one day after Notice to Proceed of the Contract.
- 3) In case of an emergency repair as designated by the Engineer, the Contractor shall be on site to perform work within four (4) hours of notification. On a normal repair, work is expected to take place within two weeks of notification.

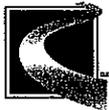
SP 1-2 SPECIFICATIONS

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.

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 and will be made available for inspection to prospective bidders. Parties interested in viewing the plans should contact Ms. Angelica Daniel at (410) 537-7828. Parties interested in visiting the site should contact the following:

Baltimore Harbor Tunnel – Mr. David Roehmer, Facility Administrator at (410) 537-1310
Fort McHenry Tunnel – Mr. David Roehmer, Facility Administrator at (410) 537-1310
Francis Scott Key Bridge – Mr. Charles Raycob, Facility Administrator at (410) 537- 7513
Harry W. Nice Memorial Bridge – Mr. Gary Jackson, Facility Administrator at (410) 537-6807
John F. Kennedy Memorial Highway – Mr. George Fish, Facility Administrator at (410) 537-1101
Point Breeze Office Complex – Mr. David K. Greene, Strategic Development at (410) 537- 1073
Thomas J. Hatem Memorial Bridge – Mr. George Fish, Facility Administrator at (410) 537-1101
William Preston Lane Memorial Bridge – Mr. Ken Cimino, Facility Administrator at (410) 295-8156



Maryland
Transportation
Authority

SPECIAL PROVISIONS

CONTRACT NO. MA-2239-000-002

Page 3 of 9

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 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 Chief of Construction of the dispute. The Chief 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 Chief of Construction if this payment is not made. Upon receipt of notification, the Chief 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 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 for times permitted for lane closures and construction for the Baltimore Harbor Tunnel, Fort McHenry Tunnel, Francis Scott Key Bridge, Harry W. Nice Memorial Bridge, John F. Kennedy Memorial Highway, Thomas J. Hatem Memorial Bridge, and William Preston Lane Jr. Memorial Bridge.

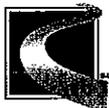
At the Point Breeze Office Complex, the Contractor will be allowed to work twenty-four (24) hours a day, seven (7) days a week.

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) 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**

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

Exempt from the cost is the Contingent Miscellaneous Repairs and Repair and/or Replace Quadguard Attenuator or approved equal (any type) items as indicated in the Schedule of Prices (Items 6011 and 6031)

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:
5. Upon acceptance of a bid, provide the 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.



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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 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 110 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. This shall include trucking companies who would come to the site on a repetitive basis for supply or to remove materials:



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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 in the Tunnels or on one of the major bridges 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 TERMS OF CONTRACT

This two-year contract may be extended at the discretion of the Authority for one additional year. Should the contract be renewed, the established schedule of prices shall be subject to a cost of living increase based upon the Consumer Price Index (CPI) not to exceed 7% per annum, and any agreed upon changes to steel prices.

SP 1-12 METHOD OF PAYMENT (For repairs and replacements as a result of traffic accidents):

The Contractor shall submit a separate, itemized invoice to the Engineer, in triplicate, for each work location. All invoices shall include the contract number, location where the work was performed, police report number, accident report number, and a breakdown of all quantities used. Police and accident numbers will be furnished to the Contractor by the Engineer or his representative. All bills shall be sent, by the tenth day of each calendar month, for all work completed to:



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Maryland Transportation Authority
Engineering Division
300 Authority Drive
Baltimore MD 21222
ATTN: Mr. Dave Ferrara

On the face of each invoice shall be affixed the Federal Tax Identification number or Social Security number assigned to the Contractor. Each monthly invoice shall be labeled as "Progress", and the final invoice shall be labeled as "Final".

Pursuant to Article 17-106, Certification of Payments, the following statement shall be placed on all Progress and Final payment invoices and signed by the Contractor. Failure to do so will result in non-payment.

SP 1-13 ESTIMATED QUANTITIES

All construction items and quantities in these Special Provisions are provided in the contract for use when and as directed by the Engineer. The quantities for these items are established for the purpose of obtaining a bid price. The quantities for these items may be increased or decreased without any adjustment to the Contract Unit Price for the item(s) may be deleted entirely from the Contract by the Engineer without negotiation. The Contractor will not be allowed to submit a claim against the Authority for any adjustment to the Contract Unit Price should the item(s) be increased, decreased or eliminated.



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**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 Research, 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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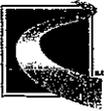
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**GENERAL PROVISIONS
GP SECTION 1
DEFINITIONS AND TERMS**

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; 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.

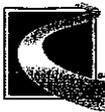
- (1) State Contract No.
- (2) State Item Nos.
- (3) State's Proposed Quantities
- (4) Description of Items
- (5) Unit Price
- (6) Total Cost of Each Item
- (7) Total Bid Amount

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 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 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:

Ms. Linda McGill
Chief Procurement Officer
Maryland Transportation Authority
300 Authority Drive
Baltimore, MD 21222



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

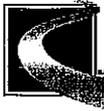
GP-2.23 BID PROTESTS

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.



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**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 RESPOND TO 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 PROCEED WITH CORRECTIONS TO UNSATISFACTORY MAINTENANCE 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 RESPOND TO unsatisfactory maintenance within 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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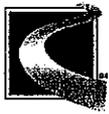
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**GENERAL PROVISIONS
GP SECTION 9
PAYMENT**

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 10 percent per annum beginning on the 31st day.



**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. Dave Ferrara, Director of Construction

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:



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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.

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

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 \$1,000.00 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/ Two Million Dollars (\$2,000,000.00) 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



**TC SECTION 7
PAYMENT**

TC-7.06 FINAL ACCEPTANCE AND FINAL PAYMENT.

128 **DELETE:** (b) in its entirety.

INSERT: The following.

(b) The Contractor shall then have a period of thirty (30) days, dating from the date upon which he received the aforementioned tabulation from the Administration, in which:

- (1) To decide whether or not he will accept final payment upon such a basis, and
- (2) To notify the Administration, in writing, of his decision. The Contractor may request an additional period up to 30 days in which to notify the Administration of his decision. In the event the Contractor notifies the Administration that he protests final payment on such a basis, that notification shall outline the reasons for said protest.



**SPECIAL PROVISIONS INSERT
TC-7.09 PRICE ADJUSTMENT FOR DIESEL FUEL**

CONTRACT NO. MA-2239-000-002

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**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-E 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



**SPECIAL PROVISIONS INSERT
TC-7.09 PRICE ADJUSTMENT FOR DIESEL FUEL**

CONTRACT NO. MA-2239-000-002

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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.



SPECIAL PROVISIONS INSERT
TC-7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

CONTRACT NO. MA-2239-000-002

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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.



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SPECIAL PROVISIONS
101.01 - MOBILIZATION

CONTRACT NO. MA-2239-000-002

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SECTION 100.01 - MOBILIZATION

100.01.01 DESCRIPTION

This work shall consist of moving from one facility to another in order to repair, replace damaged and place new traffic barrier guardrail as directed by the Engineer.

100.01.03 CONSTRUCTION

All work performed in providing the facilities and service shall be done in a safe and workmanlike manner.

100.01.04 MEASUREMENT AND PAYMENT

Mobilization will not be measured, but will be incidental to the other items specified in the contract documents.



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SPECIAL PROVISIONS
103 – ENGINEERS OFFICE

CONTRACT NO. MA-2239-000-002

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CATEGORY 100
PRELIMINARY

SECTION 103 — ENGINEERS OFFICE

103.03 CONSTRUCTION.

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

INSERT: The following.

103.03.06 Microcomputer System for all Offices.

(a) Desktop Unit.

- (1) IBM compatible with an Intel or AMD processor.
- (2) Minimum microprocessor speed of 3.0 GHz.
- (3) Minimum hard drive storage of 80 GB (gigabyte).
- (4) Minimum of 1 GB RAM (Random Access Memory).
- (5) Enhanced 101 key keyboard with wrist rest.
- (6) Super Video Graphics Accelerator (“SVGA”).
- (7) Modem 56K BPS, ITU V.92 compliant – required for remote dial-in to the computer to provide MCMS system administration.
- (8) Mouse with mouse pad.
- (9) One CD-RW drive [re-writable CD-ROM].

(b) Operating System. Minimum Microsoft® Windows XP – all Microsoft Windows Critical Updates shall be installed prior to computer set up in the field office.

(c) Video Monitor. Color Super VGA monitor conforming to Energy Star requirements with a minimum screen size of 17 in.

(d) Printer. B&W Laser Jet Printer with a minimum resolution of 1200 DPI (dots per in.) and a minimum of 8 MB of RAM. Officejets and Bubblejets will not be accepted. Printer shall have a minimum print speed of 15 PPM (pages per minute).



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SPECIAL PROVISIONS
103 – ENGINEERS OFFICE

CONTRACT NO. MA-2239-000-002

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(e) Software.

- (1) Microsoft® Office XP Professional for Windows™ or later.
- (2) Symantec® pcAnywhere32 for Windows™ version 10.5 or later.
- (3) Antivirus software shall be installed and configured to perform an automatic update when the microcomputer system connects to the internet. Antivirus software approved for Authority web email: *Norton, McAfee, Sophos, or ETrust.

(*Norton Internet Security includes both Antivirus and a Personal Firewall).

- (f) Internet Access.** The microcomputer system shall be provided with unlimited Internet service approved by the Engineer. Where available internet high-speed service [DSL or cable] must be provided. With DSL or cable internet service an external Router device and firewall software are required to protect the computer from security intrusions. With DSL a Dual Outlet Modular Adapter [single-line RJ11] will be required to connect the DSL modem and the 56k dial-up modem to the same line.

(g) Accessories.

- (1) Uninterruptible power supply (“UPS”).
- (2) Standard computer workstation with minimum desk space of 60 X 30 in. and a swivel type office chair, padded with arm rests.
- (3) 8-1/2 X 11 in. xerographic paper to be supplied as needed.
- (4) Toner or ink as needed for printer.
- (5) Maintenance agreement to provide for possible down time.
- (6) Physical security system to deter theft of computer components.
- (7) Three 512MB USB Flash Drive storage devices.
- (8) Blank recordable CD-R media for re-writable CD-ROM drive to be supplied as needed.

(h) Notes.

- (1) The microcomputer system shall be completely set up ready for use on or before the day the Engineers office is to be occupied.



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103 – ENGINEERS OFFICE

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- (2) All software stated above shall be supplied on original disks with manuals and be retained in the construction field office for the duration of the Contract.
- (3) If for any reason the system fails to operate, the system shall be replaced or repaired within 48 hours.
- (4) When the microcomputer 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 external media: USB flash drives, CD-R's, ZIP disks, etc.) will be removed by the Engineer and delivered to the Area Engineer – Construction Section and become the property of the Administration. The remaining microcomputer system shall remain the property of the Contractor.



104 – MAINTENANCE OF TRAFFIC - GENERAL

**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.

- 1) The work in this Contract will affect the following roads and will require coordination with the Maryland Transportation Authority:
 - a) Baltimore Harbor Tunnel Thruway (I-895 in Baltimore City and Baltimore, Anne Arundel, and Howard Counties)
 - b) Fort McHenry Tunnel (I-95 in Baltimore City)
 - c) Francis Scott Key Bridge (I-695 in Baltimore City and Baltimore and Anne Arundel Counties)
 - d) Harry W. Nice Memorial Bridge (U.S. 301 in Charles County)
 - e) Point Breeze Office Complex (Broening Highway in Baltimore City)
 - f) Thomas J. Hatem Memorial Bridge (U.S. 40 in Harford and Cecil Counties)
 - g) John F. Kennedy Memorial Highway (I-95 in Baltimore, Harford, and Cecil Counties)
 - h) William Preston Lane Jr. Memorial Bridge (U.S. 50 in Anne Arundel and Queen Annes Counties)

AGENCY CONTACTS

Contact	Facility	Phone Number
Dave Roehmer Tunnel Administrator	Baltimore Harbor Tunnel Thruway (I-895) and Fort McHenry Tunnel (I-95 in Baltimore City)	(410) 537-1310
Charles Raycob Facility Administrator	Francis Scott Key Bridge (I-695)	(410) 537-7513
Gary Jackson Facility Administrator	Harry W. Nice Memorial Bridge	(410) 537-6807
George Fish Administrator- Northern Region	John F. Kennedy Memorial Highway (I-95) & Thomas J. Hatem Memorial Bridge (U.S. 40)	(410) 537-1101
David K. Greene Director, Strategic Development	Point Breeze Office Complex (Broening Highway)	(410) 537-1073



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Contact	Facility	Phone Number
Ken Cimino Facility Administrator	William Preston Lane Jr. Memorial Bridge	(410) 295-8156
Roxane Y. Mukai	Traffic Manager, MdTA	(410) 537-7848

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 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.



104 – MAINTENANCE OF TRAFFIC - GENERAL

**ALLOWABLE LANE CLOSURE SCHEDULES
BALTIMORE HARBOR TUNNEL – (ROADWAY)**

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:30 AM – 3:00 PM	Monday – Thursday	Southbound Single Lane Closure
9:00 AM – 2:30 PM	Monday - Thursday	Northbound Single Lane Closure
8:00 PM – 5:00 AM	Monday – Thursday	Single Lane Closure
9:30 AM – 12:00 Noon	Friday	Southbound Single Lane Closure
9:00 AM – 12:00 Noon	Friday	Northbound Single Lane Closure
10:00 PM – 10:00 AM	Continuous: Friday (10 PM) to Sunday (10 AM)	North or Southbound Single Lane Closure
10:00 PM – 5:00 AM	Sunday	Southbound Single Lane Closure

No lane closures are permitted on Holidays, or the day preceding and following the Holidays indicated below:

- New Years Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If a holiday happens to fall on a Thursday, Friday or Monday, no lane closures will be permitted during that weekend. No lane closures are permitted two days prior to and following the Thanksgiving and Christmas Day holidays.



104 – MAINTENANCE OF TRAFFIC - GENERAL

**ALLOWABLE LANE CLOSURE SCHEDULE
BALTIMORE HARBOR TUNNEL
(TWO-WAY OPERATION WHILE TUNNEL BORE IS CLOSED)**

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
8:00 PM – 5 AM	Monday – Thursday	North or Southbound

Maintenance of Traffic for Harbor Tunnel Bore Closures are furnished and installed by Baltimore Harbor Tunnel Maintenance staff.

**TOLL LANE CLOSURE SCHEDULE
BALTIMORE HARBOR TUNNEL
(TWO – WAY OPERATION WHILE TUNNEL BORE IS CLOSED)**

TIME OF DAY	DAYS OF THE WEEK	TOLL LANES CLOSED
8:00 PM – 10:00 PM	Monday – Thursday	Northbound Toll Lanes 3, 4 and 5. Toll Lane 1 may also be closed.
8:00 PM – 10:00 PM	Monday – Thursday	Southbound Toll Lane 11 may be closed.
10:00 PM – 5:00 AM	Monday - Thursday	Northbound Toll Lanes 3, 4, 5 and 7.
10:00 PM – 5:00 AM	Monday - Thursday	Southbound Toll Lanes 10 and 11.

Toll lane closures are activated by the Baltimore Harbor Tunnel Toll Supervisor. Modification of toll lane closures must be coordinated with the Baltimore Harbor Tunnel Toll Supervisor at least ten days in advance of scheduled closures.

**ALLOWABLE LANE CLOSURE SCHEDULES
FORT MCHENRY TUNNEL**

April 1 through September 30:

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00 AM – 2:00 PM	Monday – Thursday	Single Lane Closure
7:00 PM – 5:00 AM	Monday – Thursday	Single Lane Closure
9:00 AM – 12:00 Noon	Friday	Single Lane Closure
9:00 PM – 9:00 AM	Friday & Saturday	Single Lane Closure
9:00 PM – 5:00 AM	Sunday	Single Lane Closure
10:00 PM – 5:00 AM	Monday – Thursday	Double Lane Closure *



104 – MAINTENANCE OF TRAFFIC - GENERAL

October 1 through March 31:

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00 AM – 3:00 PM	Monday – Thursday	Single Lane Closure
7:00 PM – 5:00 AM	Monday – Thursday	Single Lane Closure
9:00 AM – 12:00 Noon	Friday	Single Lane Closure
7:00 PM – 9:00 AM	Friday & Saturday	Single Lane Closure
7:00 PM – 5:00 AM	Sunday	Single Lane Closure
10:00 PM – 5:00 AM	Sunday – Thursday	Double Lane Closure *

* Double lane closures on Sundays, in areas with only three lanes, must be coordinated with and approved by the Administrator.

**ALLOWABLE LANE CLOSURE SCHEDULE
FORT MCHENRY TUNNEL
(TUNNEL BORE CLOSURE)**

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
8:00 PM – 5 AM	Monday – Thursday	North or Southbound

Maintenance of Traffic for Fort McHenry Tunnel Bore Closures are furnished and installed by the Fort McHenry Tunnel Maintenance staff. Only one bore/tube in each direction may be closed at any given time.

No lane or shoulder closures are permitted 2 hours before, during or 2 hours after major traffic generating events in downtown Baltimore or during stadium events.

No lane closures are permitted on Holidays, or the day preceding and following the Holidays indicated below:

- New Years Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If a holiday happens to fall on a Thursday, Friday or Monday, no lane closures will be permitted during that weekend. No lane closures are permitted two days prior to and following the Thanksgiving and Christmas Day holidays.



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ALLOWABLE LANE CLOSURE SCHEDULES
FRANCIS SCOTT KEY BRIDGE

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00AM – 3:00PM	Monday – Friday	Single Lane Closure
8:00PM – 5:00AM	Monday – Friday	Single Lane Closure
8:00PM – 5:00AM	Friday to Monday	Single Lane Closure

No lane closures are permitted on Holidays, or the day preceding and following the Holidays indicated below:

- New Years Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If a holiday happens to fall on a Thursday, Friday or Monday, no lane closures will be permitted during that weekend. No lane closures are permitted two days prior to and following the Thanksgiving and Christmas Day holidays.

Contractor’s request for changes to the allowed hours of closure must be submitted to the Engineer. Requested changes cannot be approved without the approval of the Francis Scott Key Memorial Bridge Administrator and the Authority’s Traffic Manager.

ALLOWABLE LANE CLOSURE SCHEDULES
GOVERNOR HARRY W. NICE MEMORIAL BRIDGE

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00 AM – 3:00 PM	Monday – Thursday	Single Lane Closure
9:00 AM – 12:00 Noon	Friday	Single Lane Closure
8:00 PM – 5:00 AM	Monday - Thursday	Single Lane Closure
10:00 PM – 5:00 AM	Sunday	Single Lane Closure

No lane closures are permitted on Holidays, or the day preceding and following the Holidays indicated below:

- New Years Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day



104 – MAINTENANCE OF TRAFFIC - GENERAL

Labor Day
Thanksgiving Day
Christmas Day

If a holiday falls on a Thursday, Friday or Monday, no closures will be permitted during that weekend.

The Contractor must provide a means of communication to the Harry W. Nice 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.

ALLOWABLE LANE CLOSURE SCHEDULES
JOHN F. KENNEDY MEMORIAL HIGHWAY

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
Continuous	Monday - Sunday	Shoulder Closure
9:00 AM – 3:00 PM	Monday – Thursday	Single Lane Closure
7:00 PM – 5:00 AM	Monday – Thursday in three lane sections	Single Lane Closure Northbound
9:00 PM – 5:00 AM	Monday – Thursday in four lane sections	Single Lane Closure Northbound
7:00 PM – 5:00 AM	Monday – Thursday	Single Lane Closure Southbound
Thanksgiving through New Years 9:00 PM – 5:00 AM	Monday – Thursday south of the Little Gunpowder River	Single Lane Closure Southbound
9:00 AM – 12:00 Noon	Friday	Single Lane Closure
9:00 PM – 5:00 AM	Monday – Thursday in three lane sections	Double Lane Closure Northbound
11:00 PM – 5:00 AM	Monday – Thursday in four lane sections	Double Lane Closure Northbound
9:00 PM – 5:00 AM	Monday – Thursday	Double Lane Closure Southbound
Thanksgiving through New Years 10:00 PM – 5:00 AM	Monday – Thursday south of the Little Gunpowder River	Double Lane Closure Southbound
Midnight – 5:00 AM	Monday – Thursday in four lane sections	Triple Lane Closure Northbound
11:00 PM – 4:00 AM	Monday – Thursday in four lane sections	Triple Lane Closure Southbound



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No lane closures are permitted on Holidays, or the day preceding and following the Holidays indicated below:

- New Years Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If a holiday happens to fall on a Thursday, Friday or Monday, no lane closures will be permitted during that weekend. No lane closures are permitted two days prior to and following the Thanksgiving and Christmas Day holidays.

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

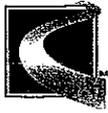
TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00 AM – 3:00 PM	Monday – Thursday	Single Lane Closure
7:00 PM – 5:00AM	Monday – Thursday	Single Lane Closure

No lane closures are permitted on Holidays, or the day preceding and following the Holidays indicated below:

- New Years Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If a holiday happens to fall on a Thursday, Friday or Monday, no lane closures will be permitted during that weekend. No lane closures are permitted two days prior to and following the Thanksgiving and Christmas Day holidays.

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.



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ALLOWABLE LANE CLOSURE SCHEDULES
WILLIAM PRESTON LANE JR. MEMORIAL BRIDGE

October 1 through April 30:*

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00AM – 2:30PM	Monday – Thursday	Single Lane Eastbound
9:00PM – 6:00AM	Monday – Thursday	Single Lane Eastbound
9:00AM – 12:00Noon	Friday	Single Lane Eastbound
10:00PM – 6:00AM	Saturday & Sunday	Single Lane Eastbound
9:00AM – 2:30PM	Monday – Thursday	Single Lane Westbound
7:00PM – 5:00AM	Monday – Thursday	Single Lane Westbound
9:00AM – 12:00Noon	Friday	Single Lane Westbound
9:00PM – 7:00AM	Saturday & Sunday	Single Lane Westbound
9:00PM – 5:00AM	Monday – Thursday	Double Lane Westbound

No lane closures permitted from December 23 through January 2. Any eastbound closure will require implementation of contra-flow operation on the westbound bridge.

May 1 through September 30*:

TIME OF DAY	DAYS OF THE WEEK	ALLOWED CLOSURES
9:00AM – 2:30PM	Monday – Thursday	Single Lane Eastbound
10:00PM – 6:00AM	Monday – Thursday	Single Lane Eastbound
9:00AM – 2:30PM	Monday - Thursday	Single Lane Westbound
9:00PM – 5:00AM	Monday - Thursday	Single Lane Westbound

Any eastbound closure will require eastbound contra-flow operation on the westbound bridge.

* Between the hours of 5 am and 9 pm no more than one of the existing five traffic lanes may be closed at any time.

No lane closures are permitted on Holidays, or the day preceding and following the Holidays indicated below:

- New Years Day
- Good Friday
- Easter Sunday
- Memorial Day
- Columbus Day
- Veterans Day (if it falls on a Friday or Monday).
- Independence Day



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Labor Day
Thanksgiving Day
Christmas Day

If a holiday happens to fall on a Thursday, Friday or Monday, no lane closures will be permitted during that weekend. No lane closures are permitted two days prior to and following the Thanksgiving and Christmas Day holidays. If a holiday happens to fall between May 1 and September 30, no closures will be permitted during the week of the holiday without the express approval of the William Preston Lane Jr. Memorial (“Chesapeake Bay”) Bridge (Facility) Administrator.

No lane or shoulder closures will be permitted without written approval of the Engineer.

The Contractor will not be permitted to use any portions of the existing roadway or interfere with or impede the free flow of traffic in any manner during prohibited hours. All existing lanes of traffic along US Route 50/301 must be completely open during these hours.

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

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 ≥ 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



104 – MAINTENANCE OF TRAFFIC - GENERAL

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 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	\$ 50.00
Over 5	\$ 50.00 per Minute (In addition to the Original 5 minutes)

The TCP for shoulder, single lane, and double lane closures consists of the Maryland Standard Traffic Control Typical (included in these Special Provisions), which will be employed as required to perform all construction and installation.

- MD 104.00-01-18 General Notes
- MD 104.01-17 Roadside Sign / Sign Support Placement
- MD 104.01-22 Portable Variable Message Sign Placement All Roadways / All Speeds
- MD 104.02-09 Flagging Operation (2-Lane, 2-Way Greater than 40 mph)
- MD 104.02-10 Flagging Operation (2-Lane, 2-Way Equal /Less than 40 mph)
- MD 104.04-01 Shoulder Work (Divided Uncon. Greater than 40 mph)
- MD 104.04-02 Shoulder Work (Divided Uncon. Equal /Less than 40 mph)
- MD 104.04-03 Left Lane Closure (Divided Uncon. Greater than 40 mph)
- MD 104.04-04 Left Lane Closure (Divided Uncon. Equal /Less than 40 mph)
- MD 104.04-05 Right Lane Closure (Divided Uncon. Greater than 40 mph)
- MD 104.04-06 Right Lane Closure (Divided Uncon. Equal /Less than 40 mph)
- MD 104.04-07 Center Lane Closure (Divided Uncon. Greater than 40 mph)
- MD 104.04-08 Center Lane Closure (Divided Uncon. Equal /Less than 40 mph)
- MD 104.04-09 2 Right (Left) Lanes Closure (Divided Uncon. Greater than 40 mph)
- MD 104.04-10 2 Right (Left) Lanes Closure (Divided Uncon. Equal/Less than 40 mph)
- MD 104.05-01 Shoulder Work (Exp-Freeway Greater than 40 mph)
- MD 104.05-02 Shoulder Work (Exp-Freeway Equal /Less than 40 mph)
- MD 104.05-07 Right Lane Closure (Exp-Freeway. Greater than 40 mph)
- MD 104.05-08 Left Lane Closure (Exp-Freeway Greater than 40 mph)
- MD 104.04-09 2 Right (Left) Lanes Closure (Exp-Freeway Greater than 40 mph)
- MD 104.05-10 Center Lane Closure (Exp-Freeway Greater than 40 mph)
- MD 104.05-15-17 Entrance Ramp Treatment (Exp-Freeway Greater than 40 mph)
- MD 104.05-18 Partial Ramp Closure (Exp-Freeway Greater than 40 mph)
- MD 104.05-19 Exit Ramp Treatment (Exp-Freeway Greater than 40 mph)

104.01.04 MEASUREMENT AND PAYMENT.

Maintenance of Traffic shall be the responsibility of the Contractor for installation and repair or replacement of Traffic Barrier W-Beam.



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Maintenance of Traffic for on-call work will not be a separate pay item, but will be incidental to pay items 6001 through 6035 in the schedule of prices.



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SPECIAL PROVISIONS
104.23 – PROTECTION VEHICLE

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SECTION 600.01 – CONTINGENT MISCELLANEOUS REPAIRS

600.01.01 DESCRIPTION

A contingent allowance of \$250,000 has been included in the Proposal for contingent miscellaneous repairs and other repair or remedial work that may be determined necessary by the Engineer during the construction period.

This work shall be performed only upon written direction of the Engineer. Upon the directions from the Engineer, the Contractor shall submit a written time and material cost for this task, for the Engineer's review and/or approval prior to commencing any work. The Contractor shall allow two(2) weeks turn around time for review and approval. In lieu of this method, the Engineer may direct the Contractor to perform the work in accordance with the requirements of "Force Account Work", Section GP 9.02 of the Specifications.

Refer also to GP 4.04 "Variations in Estimated Quantities" in the Standard Specifications.

600.01.04 MEASUREMENT AND PAYMENT

All work performed under the item "Contingent Miscellaneous Repairs" will be paid for on the basis of approved price proposals and/or force account records submitted in accordance with Section GP 9.02 of the Standard Specifications and with the authorization of the Engineer. The approved amounts shall be full compensation for all labor, equipment, materials and incidentals complete in place as directed by the Engineer.



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SPECIAL PROVISIONS

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600.02- REPAIR AND/OR REPLACE QUADGUARD ATTENUATOR
OR APPROVED EQUAL (ANY TYPE)

Page 1 of 1

**SECTION 600.02 – REPAIR AND/OR REPLACE QUADGUARD ATTENUATOR OR
APPROVED EQUAL (ANY TYPE)**

600.01.01 DESCRIPTION

A contingent allowance of \$200,000 has been included in the Proposal for repair and/or replace quadguard attenuator or approved equal (any type) and other repair or remedial work that may be determined necessary by the Engineer during the construction period.

This work shall be performed only upon written direction of the Engineer. Upon the directions from the Engineer, the Contractor shall submit a written time and material cost for this task, for the Engineer's review and/or approval prior to commencing any work. The Contractor shall allow two (2) weeks turn around time for review and approval. In lieu of this method, the Engineer may direct the Contractor to perform the work in accordance with the requirements of "Force Account Work", Section GP 9.02 of the Specifications.

Refer also to GP 4.04 "Variations in Estimated Quantities" in the Standard Specifications.

600.01.04 MEASUREMENT AND PAYMENT

All work performed under the item "Repair and/or Replace Quadguard Attenuator or Approved Equal (Any Type)" will be paid for on the basis of approved price proposals and/or force account records submitted in accordance with Section GP 9.02 of the Standard Specifications and with the authorization of the Engineer. The approved amounts shall be full compensation for all labor, equipment, materials and incidentals complete in place as directed by the Engineer.



**CATEGORY 800
TRAFFIC**

SECTION 800.01 - CATALOG CUTS AND WORKING DRAWINGS

800.01.01 DESCRIPTION. This work shall consist of the Contractor preparing and transmitting submittals to demonstrate the performance of the work will be in accordance with the Contract Documents. Submittal schedules, catalog cuts, shop drawings, installation methods, manufacturer's certifications, photometric data and working drawings shall be furnished on all Contractor furnished items for highway signing, sign lighting, highway lighting and traffic signals. Stakeouts of the sign locations shall be submitted for all sign structure locations as specified in the Contract Documents

800.01.02 MATERIALS. Not Applicable.

800.01.03 CONSTRUCTION.

Submittal Requirements. Submittals shall be scheduled and coordinated with the Contractor's construction schedule. A complete submittal schedule and list of required submittals shall be submitted with the first submittal, but no later than three days after the pre-construction conference. The schedule for submission of submittals shall be arranged so that related equipment items are submitted concurrently.

The Engineer may require changes to the submittal schedule to permit concurrent review of related equipment. Shop drawings for closely related items such as a sign and its support structures shall be submitted together.

Submittal Documents. Contractor's drawings shall be neat in appearance, legible and explicit to enable proper review to ensure Contract compliance. They shall be complete and detailed to show fabrication, assembly and installation details, wiring and control diagrams, catalog data, pamphlets, descriptive literature, and performance and test data. They shall be accompanied by calculations or other sufficient information to provide a comprehensive description of the structure, machine or system provided and its intended manner of use. If the Contractor's drawings deviate from the Contract Documents, the Contractor shall so advise the Engineer in writing with the submittal and state the reason therefore.

No portion of the work requiring a Contractor's drawing shall be started nor shall any materials be fabricated, delivered to the site, or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved Contractor's drawings shall be at the Contractor's risk. The



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800.01 – CATALOG CUTS AND WORKING DRAWINGS

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Administration will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

Shop drawings shall show types, sizes, accessories, layouts including plans, elevations and sectional views, component, assembly and installation details, and all other information required to illustrate how applicable portions of the Contract requirements will be fabricated and installed.

In case of fixed mechanical and electrical equipment, layout drawings drawn to scale, shall be submitted to show required clearances for operation, maintenance and replacement of parts. Manufacturer's certified performance curves, catalog cuts, pamphlets, descriptive literature, installation and application recommendations, shall be provided and indicate conformance to the Contract Documents. Certifications shall be originals. Certification shall also be sent to the Maryland Department of Transportation (SHA) Office of Materials and Technology ("OMT") as required in the Contract Documents.

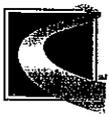
Manufacturer's catalog, product and equipment data shall be certified and shall include materials type, performance characteristics, voltage, phase, capacity, and similar data along with wiring diagrams when applicable. Indicate catalog, model and serial numbers representing specified equipment. Provide complete component information to verify all specified required items. Installation recommendations and instructions shall provide written Manufacturer's detail step by step preparation and installation of the materials, and products including recommended tolerances and space for maintenance and operation.

Catalog cuts for sign luminaires shall have photometric data attached for each sign to be illuminated. Photometric printouts shall include the sign number, the illumination on a one foot square grid covering the entire sign face, the average illumination, the maximum to minimum uniformity ratio, and a working drawing for the sign face attached.

Catalog cuts for roadway luminaires shall have photometric data attached as specified in the Contract Documents.

The Contractor shall submit working drawings as required for changes, substitutions, contractor design items, and Contractor designed methods of construction. Requirements for working drawings will be listed in appropriate Specification Sections and in Special Provisions. Drawings shall be accompanied by calculations or other information to completely explain the structure, machine or system described and its intended use. Review and approval of such drawings by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract.

Working drawings and calculations as submitted shall be sealed, dated and signed by a Professional Engineer registered in the State of Maryland.



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The review and approval of Contractor's drawings by the Administration shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. The

Contractor shall be responsible for the verification and accuracy of all dimensions and insuring that all Contractor furnished items are compatible, and conform to all design and performance criteria.

All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefore.

Submittal Process. Each Contractor's drawing submitted by the Contractor shall have affixed to it the following Certification Statement, signed by the Contractor:

"By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and pertinent data and I have checked and coordinated each item with other applicable approved drawings and Contract requirements."

With the first submittal, submit a Contractor's submittal schedule, listing by Specification Section number, all submittals required and approximate date submittal will be forwarded.

Each submittal having catalog descriptions, shop drawings, working drawings, photometric data, manufacturer's certifications, method of construction and manufacturer's installation recommendations shall be submitted for approval:

Each submittal shall have a transmittal page that indicates the Contractor's and Subcontractor's address and phone numbers. Submittals containing multiple items need the identification only on the exterior of each package. For original submittals, and each subsequent resubmittal that may be required, 9 copies will be submitted. A separate copy shall be forwarded to the Engineer.

All submittals for approval shall have the following identification data, as applicable, contained thereon or permanently adhered thereto.

- (a) Drawing title, drawing number, revision number, and date of drawing and revision.
- (b) Applicable Contract Drawing Numbers and Specification Section and Paragraph Numbers.

The first page of every catalog description, working drawing and material certification shall be stamped in red with the following. All pertinent Contract Document information shall be filled in the spaces provided.



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MARYLAND TRANSPORTATION AUTHORITY	
SUBMITTAL PACKAGE # _____ DATED _____	
CONTRACT # _____ LOCATION _____	
PROJECT DESCRIPTION _____	
ITEM # _____	THIS ITEM CONTAINS _____ PAGES
ITEM DESCRIPTION _____	
<input type="checkbox"/> ACCEPTED	
<input type="checkbox"/> ACCEPTED AS NOTED	
<input type="checkbox"/> REJECTED - REVISE & RESUBMIT	
REVIEWERS NAME _____	DATE _____

The Contractor shall indicate the submittal package by sequential numbering and date of submittal. Catalog, product data or brochure submittals containing various products, sizes and materials shall be underscored or highlighted to indicate the salient features required to meet the specifications. Likewise, items not applicable to the Contract shall be marked "not applicable" or crossed out.

If one or more of the items in a submittal are not approved, resubmittal of only the unapproved items is required, highlighted to show the particular item being resubmitted. Resubmittals shall bear original submittal number and be lettered sequentially.

Three copies of all Contractor's drawings will be returned to the Contractor.

Each submittal shall be in accordance with the Contractor's submission schedule. Allow thirty days for checking and appropriate action by the Engineer.

Contractor's submittals will be returned, marked with one of the following classifications:

ACCEPTED: no corrections, no marks

ACCEPTED AS NOTED: a few minor corrections. Item shall be installed in accordance with the corrected drawings.



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REJECTED - REVISE & RESUBMIT: requires corrections or is otherwise not in accordance with the Contract Documents. No items shall be fabricated. Correct and resubmit drawings as per original submission. Allow thirty days for checking and appropriate action by the Engineer.

800.01.04 MEASUREMENT AND PAYMENT. Catalog cuts, manufacturer's certifications, photometric data and working drawings will not be measured but the cost will be incidental to the pertinent items specified in the Contract Documents.



**CATEGORY 800
UTILITIES**

SECTION 831 - MISS UTILITY

831.01 DESCRIPTION.

This work shall consist of contacting Miss Utility as required by Law and providing evidence of Miss Utility Marking of the construction area.

This work shall include written notification to the Maryland Transportation Authority at least seventy-two (72) hours in advance of excavation for each site.

831.03 CONSTRUCTION.

The Contractor shall contact Miss Utility and assure that all construction areas are marked where excavation or other work affecting or possibly affecting underground utilities will take place. The Contractor shall maintain the markings. The Contractor shall pay any Miss Utility fees. The Contractor shall submit copies of Miss Utility tickets to the Engineer as evidence of this work.

The Contractor shall provide a written notification of intent to excavate or disturb the earth in an area to the Maryland Transportation Authority at least seventy-two (72) hours in advance of such activity. The Maryland Transportation Authority is not a subscriber to utility marking services. This notification shall permit the Authority to mark any Authority owned utilities within the excavation or disturbance area. The written notification shall be provided to the Authority's Project Manager and a copy provided to the Administrator at the affected facility as indicated below:

Name	Phone	Fax
Dave Roehmer, BHT	410-537-1310	410-537-1304
Dave Roehmer, FMT	410-537-1310	410-537-1304
Charles Raycob, FSK	410-537-7513	410-537-7503
Gary Jackson, HWN	410-537-6807	301-259-0411
George Fish, JFK, TJH	410-537-1101	410-537-1105
Ken Cimino, WPL	410-295-8156	410-295-8151

The Contractor shall maintain markings of utilities until excavation and disturbance work is complete. Existing marked utilities shall not be damaged or disturbed without permission of the owner of the utility.

831.04 MEASUREMENT AND PAYMENT.

This work will not be measured or paid separately, but shall be considered incidental to other work on the project.



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SPECIAL PROVISIONS
950 – TRAFFIC MATERIALS

CONTRACT NO. MA-2239-000-002

**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 · m²) 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.