

**PROJECT MANUAL
FOR
CASCO BAY LINES
BATHROOM MODIFICATIONS**

**MDOT Pin # 9215.80
Federal Project # STP-A168(000)X**

June 1, 2008

Contract Documents Prepared By:



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

41 Hutchins Drive
Portland, ME 04102
Tel. (800) 426-4262



CASCO BAY LINES
BATHROOM MODIFICATIONS

SECTION 1 – GENERAL

<u>Bidding and Contract Requirements</u>	<u>Page Number</u>
Notice to Contractors/Invitation to Bid	1
Bid	3
Sample Bid Bond Forms	9
Federal Project Information	12
Acknowledgement of Bid Amendments	25
Sample Contract Agreement, Offer & Award	26
Davis Bacon Wage Rates	30
Statement on Standard Specifications	35
Special Provisions	36
MDOT Appendix A to Division 100	43

SECTION 2 – SUPPLEMENTAL SPECIFICATIONS

<u>Section</u>	<u>Title</u>	<u>Page Number</u>
Section 101	Contract Interpretation	81
Section 102	Bidding	82
Section 103	Award and Contracting	84
Section 104	General Rights and Responsibilities	85
Section 108	Payment	86
Section 110	Indemnification, Bonding, and Insurance	87
MDOT Supplemental Specification dated December 13, 2007		89
Section 22 00 00	Plumbing, General Purpose	110

SECTION 3 – DRAWINGS

<u>Sheet Name</u>	<u>Sheet Number</u>
Title Page	
Existing Conditions/Demolition Plan & Notes	S-01
Proposed Floor Plan, Notes, Sections & Details	S-02
HVAC and Electrical Plan	MEP-01
Plumbing Plan	MEP-02
Foundation Plan	

NOTICE TO CONTRACTORS / INVITATION TO BID

CASCO BAY LINES

BATHROOM MODIFICATIONS

1. RECEIPT OF BIDS

Casco Bay Lines will receive sealed Bids plainly marked to indicate the name of the bidder along with "Bids for Bathroom Modifications" addressed to Casco Bay Lines, P.O. Box 4656, Portland, ME 04112-4656 until 11:00 AM prevailing local time on June 30, 2008, at which time the Bids will be publicly opened and read aloud at the Casco Bay Lines Conference Room located at 56 Commercial Street, Portland, ME.

2. PROJECT

The Bathroom Modifications include, but are not limited to, demolition of an existing water closet and stall; widening of the adjacent stalls; providing a new water closet in an existing adjacent space; providing new drinking fountain, floor sink, battery powered automatic flush valves and faucets; and associated plumbing and electrical work. Additional work includes painting of walls and ceilings, lighting, and HVAC work.

3. CONTRACT TIME

The Bidder agrees to initiate construction no earlier than September 3, 2008, be substantially complete on or before October 3, 2008 with final completion of the Work on or before October 17, 2008. The OWNER may retain liquidated damages of five hundred dollars (\$500.00) per day to cover engineering services and other costs incurred by the OWNER for each day in excess that any Contract Work remains incomplete.

4. PLANS AND SPECIFICATIONS

Plans and Specifications have been prepared by Woodard & Curran Inc., Portland, Maine. Plans and Specifications are on file and may be examined at the following locations:

Woodard & Curran Inc.
41 Hutchins Drive
Portland, ME 04102

F.W. Dodge
224 Gorham Road
Scarborough, ME 04074

Casco Bay Lines
56 Commercial Street
Portland, ME 04112-4656

The Dunlap HRH Corporation
31 Court Street
Auburn, ME 04210

Construction Summary of Maine
734 Chestnut Street
Manchester, NH 03104

Associated Constructors of Maine
188 Whitten Road
Augusta, ME 04330

Copies may be obtained at Woodard & Curran, 41 Hutchins Drive, Portland, ME 04102, Phone: (207)774-2112 (Contact Richelle Hawk), upon receipt of \$20.00 for each set (\$30.00 if shipped). Checks shall be made payable to Woodard & Curran. No refund will be given for the return of documents.

5. BID BOND

A certified check or bank draft payable to Casco Bay Lines or a satisfactory Bid Bond executed by the Bidder and a Surety Company in the amount equal to five percent (5%) of the Bid shall be submitted with each bid. No bid may be withdrawn for at least sixty (60) days after receipt of bids unless released by Casco Bay Lines.

6. AWARD OF CONTRACT

The OWNER reserves the right to reject any or all Bids and to waive any informalities or irregularities in Bidding. The Successful Bidder shall be required to furnish the necessary Bonds and Insurance Certificates prior to Award of Contract.

7. MINORITY AND WOMEN BUSINESS ENTERPRISES REQUIRMENTS

Each bidder shall take special notice of the Guidance for use of Minority and Woman Business Enterprises in sub-agreements. Failure to complete the requirements of this program may result in finding that the bidder is non-responsible and therefore, not entitled to award of this contract. Complete requirements are detailed in this Project Manual.

8. REQUIRED WAGE RATES AND LABOR PROVISIONS

The Project is funded under a Federal Grant and the CONTRACTOR shall be required to comply with the standard wage rates and labor provisions as outlined in the Contract Documents.

9. PRE-BID MEETING

A mandatory Pre Bid meeting and site walk shall be held at the project location at 8:00 AM on June 11, 2008. The meeting location shall be in the Conference Room at Casco Bay Lines, 56 Commercial Street, Portland, ME. Attendance will be taken at the pre-bid meeting. Bids received from CONTRACTORS not in attendance at the mandatory pre-bid meeting shall be rejected.

*** END OF SECTION ***

BID

Bid of _____
Name

Address

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

TO: Catherine Debo, General Manager
Casco Bay Lines
P.O. Box 4656
Portland, ME 04112-4656

Dear Ms. Debo:

The undersigned having carefully examined the site of the work; the Plans; Standard Specifications, including all current amendments or revisions there of; the Supplemental Specification; Contract Agreement and Contract Bonds contained herein for the **Bathroom Modifications** on which bids will be received until the time specified in this bid document; and in case of award, do(es) hereby bid and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the total cost stated in the following Bid Page submitted by the undersigned.

This Bid may be accepted by Casco Bay Lines at any time within sixty (60) calendar days after opening of the bids.

The undersigned having examined the attached document do(es) hereby bids and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the price stated in the following Bid:

Bid – Bathroom Modifications

			TOTAL PRICE
Item No.	Quantity	Item with Bid Price Written in Words	Dollars Cents
1	LS	Bathroom Modifications	
	1	@ _____ Per Lump Sum	

Total Amount of Bid, Written and in Figures _____	
--	--

BID (continued)

The undersigned also agrees as follows:

FIRST: To do any extra work which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the ENGINEER and the CONTRACTOR; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, Revision of December, 2002.

SECOND: To begin work on the date specified in the ENGINEER'S "Notice to Commence Work" as mutually agreed and to prosecute said work in such a manner as to complete it in accordance with the Contract Time.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and CBL may at any time without notice accept this bid whether any other bid has previously been accepted or not. Provided, however, that CBL will accept, in writing, one of the bids made, or reject all bids made, within sixty (60) calendar days after the date of opening of the bids.

The undersigned as Bidder, declares that the only persons or parties interested in this Bid are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Bid is made without collusion with any other person, firm or corporation.

The undersigned declares that any person(s) employed by Casco Bay Lines, who has direct or indirect personal or financial interest in this bid or in any portion of the profits which maybe derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a CBL employee who would be paid to perform services under this bid. An example of an indirect interest would be a CBL employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known.

Respectfully submitted this _____ day of _____, 20____

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder _____

Address _____

(Signatures for a Firm, Partnership or Corporation on next page.)

BID (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder _____

Name of Firm or Partnership _____

Business Address _____

Telephone Number _____

Fax Number _____

Soc. Sec. No. or Tax I.D. Number _____

Names and Addresses of Members of Firm or Partnership:

IF A CORPORATION, SIGN HERE

Name of Bidder _____

Authorized Signature _____
(name) (title)

Business Address _____

Telephone Number _____

Fax Number _____

Soc. Sec. No. or Tax I.D. Number _____

Incorporated under the Laws of the State of _____

BID (continued)

Names and Addresses of Officers of the Corporation:

President _____

Secretary _____

Treasurer _____

_____ SS

Before me, personally appeared _____ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: _____

Notary Public-Signature and Seal

BID (continued)

**ALL CORPORATIONS MUST SIGN THIS FORM
AND SUBMIT WITH THE BID**

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

(date)

The above is a true copy of the records of the _____
Corporation, which records are in my legal custody.

Officer having custody of the records
_____.ss

Before me appeared, _____,
_____ of the _____ Corporation, and
made oath that the above statement is true.

Notary Public - Signature and Seal

BID (continued)

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows: (In case of Corporation, include and identify President, Treasurer, Manager)

_____	_____
_____	_____
_____	_____

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____, for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20 _____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and....., a
corporation duly organized under the laws of the State of and having a usual
place of business
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum of
_____ **and 00/100 Dollars (\$** _____), to be paid
said Treasurer of the State of Maine or his successors in office, for which payment well and truly
to be made, Principal and Surety bind themselves, their heirs, executors and administrators,
successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the
Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this obligation
shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State of
Maine.

Signed and sealed this day of, 20.... .

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and..... a
corporation duly organized under the laws of the State of and having a usual
place of business in, as Surety, are
held and firmly bound unto the Treasurer of the State of Maine for the use and benefit of
claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)** for the
payment whereof Principal and Surety bind themselves, their heirs, executors and administrators,
successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the
Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all labor
and material, used or required by him in connection with the work contemplated by said
Contract, and fully reimburses the obligee for all outlay and expense which the obligee may
incur in making good any default of said Principal, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a Subcontractor
of the Principal for labor, material or both, used or reasonably required for use in the
performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

..... ADDRESS

.....

TELEPHONE

Updated 11/27/07

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) a Bid Guaranty (as described below) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all required items in the Schedule of Items. (“Zero is not considered a Bid price.”)
4. Include a Bid Guaranty. Acceptable forms are:
 - a. a properly completed and signed Bid Bond on the Department’s prescribed form (or on a form that does not contain any significant variations from the Department’s form as determined by the Department) for 5% of the Bid Amount or
 - b. an Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.
5. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service’s Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form in the proper amounts, and deliver to the Civil Rights Office, or fax to (207)624-3431 by 4:30 PM on bid opening day.

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

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision of December 2002.

NOTICE

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

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

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

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

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

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

REQUEST FOR INFORMATION

Response By: _____ Date: _____

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact the Civil Rights Office at (207) 624-3066.

MDOTs DBE Directory of Certified firms can also be obtained at www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Maine Department of Transportation Disadvantaged Business Enterprise Program

Notice is hereby given that in accordance with US DOT regulation 49 CFR Part 26, the Maine Department of Transportation has established a DBE Program for disadvantaged business participation in the federal-aid construction program; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2008 (October 1, 2007 through September 30, 2008), MaineDOT has established a DBE participation goal of 4.5% to be achieved through race/gender neutral and race/gender conscious means.

Interested parties may view MaineDOT's DBE goal setting methodology for the next 30 days during normal business hours (8-4, M-F) at the Maine Department of Transportation, Civil Rights Office, 16 State House Station, Augusta ME 04333-0016. Appointments may be scheduled by telephone at (207) 624-3519. The goal setting methodology is also available for viewing on the MaineDOT website: <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php>.

Public comment will be accepted for 45 days following the last date of publication. The public comment period will be complete on August 28th, 2007. The goal will be submitted for approval to the FHWA on August 1st, 2007 with an update based upon public comment sent to FHWA on August 30th.

Comments on the goal will be accepted for 45 days from the date of this notice. Written comments should be addressed to Jackie LaPerriere, Maine Department of Transportation, Civil Rights Office, 16 State House Station, Augusta, Maine 04333-0016 or by e-mail at: jackie.laperriere@maine.gov.

Several interested stakeholders will be notified directly by e-mail of the goal publication, including Maine SBA, Associated Constructors of Maine, and ACEC, and Maine DBEs.

____ Original Submission

Page ____ of ____

____ Revision # _____

**MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR
PROPOSED UTILIZATION FORM**

Low Bidder must furnish this form to Contracts Section Bid Opening day.

Contractor: _____ Telephone: _____ Ext. _____

Prepared by: _____ Fax: _____

BID PRICE: \$ _____ BID DATE: ____/____/____

FEDERAL PROJECT PIN # _____ PROJECT LOCATION: _____

TOTAL DBE _____ % PARTICIPATION FOR THIS SUBMISSION

W B E•	D B E•	Non DBE	Firm Name	Unit/Item Cost	Unit #	Description of Work & Item Number	Actual \$ Value
Total >							

Contractors must make a good faith effort to include Certified DBE firms in all aspects of the project. If no DBE firms are to be part of this project, a detailed explanation is required. Attach supporting evidence to the maximum participation of DBEs on this project. This is a requirement. This evidence must include name of firm(s) contacted, date contacted, and outcome of solicitation.

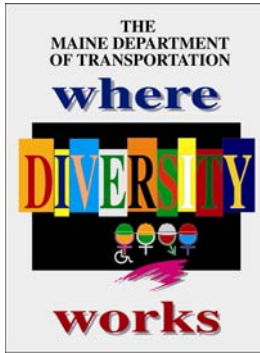
Equal Opportunity Use:

Form received: ____/____/____ Verified by: _____

____ Accepted ____ Rejected _____

cc: ☐ Contracts ☐ Other _____

- WBEs are non-minority women owned firms certified by MaineDOT
 - DBEs are male and minority owned firms certified by MaineDOT
- For a complete list of certified firms go to <http://www.maine.gov/mdot>



MaineDOT's CIVIL RIGHTS OFFICE

To search for a specific work item, click on the binoculars, type in the word you want to search for and click on find. To go to the next selected item, click on the binoculars with the arrow.

MAINE DEPARTMENT OF TRANSPORTATION

CERTIFIED DISADVANTAGED AND WOMEN BUSINESS ENTERPRISE

DECEMBER 2005

Information is updated on an ongoing basis and
can be retrieved by visiting our Website:

www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php

September 14, 2007

Vendor Registration

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

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

ACKNOWLEDGEMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For this project, Amendments will be sent directly to the identified plan holders using the email address or fax number provided by the Bidder when they receive the Construction Documents.

It is the responsibility of the Bidder to incorporate the Amendments into their Bid Package, and to reference the Amendment number and the date on the form below. Casco Bay Lines or the ENGINEER will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the plan holders.

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

Name and Title Printed

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2001. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the Division 100 General Conditions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____ **(Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)**

\$ (repeat bid here in numerical terms, such as \$102.10)

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of April 1995, the General Conditions - February 2001 edition (Division 100), Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of April 1995, the General Conditions - February 2001 edition (Division 100), Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offerer also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Engineer, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of April 1995, and as addressed in the contract documents, including Section 109 of the Division 100 General Conditions.

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

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Division 100 of the General Conditions and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

Date

(Witness Sign Here)
Witness

CONTRACTOR
(Sign Here)

(Print Name Here)
(Name and Title Printed)

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

(Witness)

By: John G. Melrose, Commissioner

DAVIS BACON WAGE RATES

GENERAL DECISION: ME20080001 04/04/2008 ME1

Date: April 4, 2008

General Decision Number: ME20080001 04/04/2008

Superseded General Decision Number: ME20070001

State: Maine

Construction Type: Building

Counties: Androscoggin, Cumberland and Penobscot Counties in Maine.

Building Construction Projects (does not include single family homes and apartments up to and including 4 stories).

Modification Number Publication Date

0 02/08/2008

1 04/04/2008

BOIL0029-003 10/01/2007

	Rates	Fringes
--	-------	---------

BOILERMAKER.....	\$ 28.81	8.96+26.6%
------------------	----------	------------

CARP1996-001 04/01/2007

	Rates	Fringes
--	-------	---------

Carpenters: (Including
acoustical ceiling
installation, drywall hanging
and batt insulation
installation)

Carpenters.....	\$ 18.50	11.93
-----------------	----------	-------

Carpenters:

Millwrights.....	\$ 21.00	11.93
------------------	----------	-------

ELEC0567-001 09/01/2007

ANDROSCOGGIN COUNTY: Townships of Auburn, Durham, Lewiston,
Lisbon, Mechanic Falls, Minot, Poland

CUMBERLAND COUNTY: Entire County (All Townships)
 PENOBSCOT COUNTY: Entire County, excluding 2R.8, Chester,
 Prentis, Seboeis, Webster, and Winn Townships and area south
 thereof.

	Rates	Fringes
Electricians:.....	\$ 26.58	13.25
Teledata Technicians.....	\$ 19.00	8.73

 ELEC1253-001 09/01/2006

ANDROSCOGGIN COUNTY (Townships of Greene, Leeds, Livermore,
 Livermore Falls, Turner, Wales, Webster)

PENOBSCOT COUNTY (Townships of Alton, Argyle, Bangor, Bradford,
 Bradley, Brewer, Burlington, Carmel, Carroll, Charleston,
 Chester, Clifton, Corinna, Corinth, Dixmont, Eddington,
 Edinburg, Enfield, Etna, Exeter, Garland, Glenburn, Grand
 Falls, Greenbush, Greenfield, Hampden, Hermon, Holden, Howland,
 Hudson, Kenduskeag, LeGrange, Lakeville, Lee, Levant, Lincoln,
 Lowell, Mattamiscontis, Maxfield, Milford, Newburg, Newport,
 Old Town, Orono, Orrington, Passadumkeag, Plymouth, Prentiss,
 Seboeis, Springfield, Stetson, Summit, Veazie, Webster, Winn,
 2R.8, 3R.1, 5R

	Rates	Fringes
Electricians:.....	\$ 23.87	12.00
Teldata Technicians.....	\$ 18.00	7.90

 * IRON0496-001 03/16/2008

	Rates	Fringes
Ironworkers:		
Structural and Reinforcing..	\$ 21.15	16.65

 SUME2000-001 10/24/2000

	Rates	Fringes
BRICKLAYER.....	\$ 15.12	2.66
Caulker/Waterproofer.....	\$ 13.49	3.40
Cement Mason/Finisher.....	\$ 11.71	1.26

DRYWALL FINISHER/TAPER.....\$ 13.09

Elevator Constructor.....\$ 20.07 6.26

Laborers: (Including General
Laborers and Brick Mason
Tenders).....\$ 10.55 4.40

PIPEFITTER.....\$ 17.89 7.40

PLUMBER.....\$ 13.92 1.19

Power equipment operators:

Backhoes.....\$ 14.22 5.39

Cranes.....\$ 14.78 4.47

Excavators.....\$ 14.53 2.45

Loaders.....\$ 13.95 2.71

Rollers.....\$ 13.50 4.31

ROOFER, Including Built Up,
Composition and Single Ply
Roofs.....\$ 11.47 1.91

SHEETMETAL WORKER.....\$ 12.47 3.61

SPRINKLER FITTER.....\$ 10.53 1.27

Truck drivers:

Dump.....\$ 10.33 1.27

Tri Axle.....\$ 10.11 2.02

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

STATEMENT ON STANDARD SPECIFICATIONS

Casco Bay Lines has adopted for this project the "State of Maine, Department of Transportation, Standard Specifications (for) Highways and Bridges, Revision of December 2002", including all current additions or modifications thereof.

Except as otherwise provided herein, all work shall be governed by the specifications entitled "State of Maine, Department of Transportation, Standard Specifications (for) Highways and Bridges, Revision of December 2002." Standard Specifications may be obtained at the State Department of Transportation, MDOT Mail Room, Augusta, ME.

The Contract Agreement, Special Provisions, and Supplemental Specifications contained hereinafter shall take precedence and shall govern in any case of conflict with the Standard Specifications.

SPECIAL PROVISION

SECTION 102 BIDDING

PRE-BID SITE VISIT

A mandatory Pre Bid Meeting and site walk will be held at the project location at 8:00 AM on June 11, 2008. The meeting shall begin in the Conference Room at Casco Bay Lines, 56 Commercial Street, Portland, ME. Attendance will be taken at the pre-bid meeting. Bids received from CONTRACTORS not in attendance at the mandatory pre-bid meeting shall be rejected.

MEASUREMENT AND PAYMENT

Notify ENGINEER when necessary measurements must be taken. Notify in advance. Do not proceed until measurements have been taken.

1.01 DESCRIPTION:

- A. Work under this Contract will be paid for as defined within this section. References in Division 100 through Division 700 of the State of Maine Department of Transportation Standard Specifications to "method of measurement" and "basis of payment" should be disregarded, unless noted otherwise.
- B. Scope: This section describes the measurement and payment for the Work to be completed under each item in the Bid. Work as defined in the State of Maine Department of Transportation Standard Specifications, is all labor, services, personnel, Materials, Equipment, tools, supplies, and Incidentals required or indicated by the Contract in Conformity with the same. All Work not specifically identified in the description of bid items shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included in the prices bid.
- C. Payment Procedures are described in Section 108 of the State of Maine Department of Transportation Standard Specifications.

1.02 DESCRIPTION OF BID ITEMS:

1 – Bathroom Modifications

- 1. Payment: Lump sum price as stated in the bid form.
- 2. Measurement: Determine percentage of work completed to date relative to total work as shown on Contract Plans.
- 3. Includes: Materials and labor associated with demolition of masonry walls; removal of existing water closets and valving; provide new partition walls, new doorframes, and doors; provide new painting and flooring; provide new water closets, drinking fountain, floor sink, valving, and piping; provide new ductwork, exhaust fan, and grille; provide new lighting and wiring; as well as all other work specified or depicted within the Project Manual to complete the project.

SPECIAL PROVISION

SECTION 104 SITE ACCESS AND COORDINATION

DESCRIPTION The Casco Bay Lines facility provides year-round ferry service to both tourists and local passengers and are essential to the residents of the islands of Peaks, Little Diamond, Great Diamond, Long, Chebeague, and Cliff. Ferries operate daily from 5:45 AM to 11:55 PM with a minimum of four weekday and three weekend trips to the Down Bay area and 14 trips to Peaks Island carrying both passengers and vehicles. Vehicle, pedestrian and vessel traffic is extremely important to CBL and the surrounding communities and businesses, and it can not be disrupted without a carefully developed and implemented facility control plan. Security around the facility is also very important and an approved access plan must be followed by all construction personal. A copy of the Casco Bay Lines ferry schedule is available on their website at <http://www.cascobaylines.com/>

Complying with the requirements outlined within this Special Provision shall be considered incidental and included in the lump sum price for Item 1 - Bathroom Modifications, complete in conformance with these specifications, and drawings, or as directed and accepted by CBL.

1. **PARKING** – The CONTRACTOR shall be limited to two vehicles on site in a space designated by Casco Bay Lines. Parking for additional vehicles shall be the responsibility of the CONTRACTOR; there is parking in the adjacent City of Portland parking garage and within the project vicinity.
2. **ACCESS/STAGING** - The CONTRACTOR shall be responsible for coordinating construction sequence and site access with CBL prior to commencement of construction and throughout the duration of the project.

Staging areas for equipment and materials shall be contained within the “Limit of Work” as designated on drawing sheet S-01. No equipment or materials shall be staged outside of this limit without prior written authorization from Casco Bay Lines.

3. **PUBLIC ACCESS:** The Casco Bay Lines facility shall be left open to the public with proper signage, barricades and site safety controls in place. Portions of the facility under active construction shall be marked with proper signage that clearly indicate to the public that the hallway leading to the bathrooms and the bathrooms are closed to public access. CONTRACTOR shall submit signage plan to Casco Bay Lines for review and approval; and install signage directing the public to the Temporary Facilities.
4. **TRAFFIC CONTROL:** The CONTRACTOR shall coordinate delivery of materials with Casco Bay Lines, prior to their arrival on site. Deliveries shall not be made to the facility between 9:00am and 10:00am, and between 1:45pm and 2:45pm, each day, without prior approval from Casco Bay Lines.
5. **PROTECTION OF EQUIPMENT AND MATERIALS:** The CONTRACTOR shall be responsible for securing all equipment and construction materials during non-working hours. CBL shall not be

responsible for damage, theft or vandalism of machinery or materials that occurs during either working or non-working hours.

6. PERMITS: Permits shall be obtained by Casco Bay Lines. The CONTRACTOR shall comply with all permit requirements, including but not limited to the need to coordinate and schedule all associated inspections.
7. TEMPORARY FACILITIES: CONTRACTOR shall provide and maintain a total of five unisex Porta-Potty facilities, including one ADA Accessible facility for the duration of construction, for use by the general public. Facilities shall be cleaned and maintained at regular intervals approved by Casco Bay Lines. Facilities shall be secured in a manner to prevent them from being overturned, and placed in a location approved by Casco Bay Lines and within coverage area of Casco Bay Lines security cameras. Any other temporary facilities determined necessary by the CONTRACTOR shall be provided by the CONTRACTOR at no additional cost to CBL.
8. PROGRESS MEETINGS shall be held bi-weekly at the facility. A time shall be determined for the meetings, this time shall be agreeable to all parties; CBL, ENGINEER, and the CONTRACTOR.
9. SECURITY: As of July 1, 2004, the Maritime Transportation Security Act (MTSA) is in effect at regulated marine terminals in the United States. The MTSA is a strict set of regulations that terminal and vessel operators must follow as an element of the Homeland Security Initiative, and CBL strictly enforces these regulations.

Access to secure areas of the facility are to be controlled at all times. The CONTRACTOR shall develop an Access Control Plan and submit to CBL for review, and once approved by the CBL Security Officer, must be utilized throughout the construction phase. The CONTRACTOR will be responsible for appointing a single point of contact person to interact with CBL personnel, CONTRACTOR, subcontractor and supplier personnel. This person will be responsible for enforcing the Access Control Plan for all non-CBL personnel and regular communication of those control methods to CBL. At a minimum, the CONTRACTOR will provide a monitored access system to secure areas and be responsible for admitting CONTRACTOR, subcontractor and supplier personnel into those areas. All secure area gates and doors will be locked at all times when not under direct monitoring, and should a Security Guard be utilized, they must be present at any time the CONTRACTOR requires access. At no time shall any secure area gate or door be caused to be held open by any means when not under direct monitoring. Access to any other restricted or secure areas of the facility is not allowed except through the approval of the CBL Security Officer.

SPECIAL PROVISION

SECTION 105 WORKING DRAWINGS/SUBMITTALS

The CONTRACTOR shall provide submittals as outlined herein, in and as required per Maine DOT Standard Specifications Section 105.7 and all specifications contained within the Contract Documents. Electronic submittals (by email of PDF) will be considered acceptable and are encouraged; reviewed electronic submittals shall be returned in a similar format. This Special Provision specifies administrative and procedural requirements for submittals required for performance of Work, including:

1. Shop Drawings
2. Product Data

Submittal Summary

CONTRACTOR shall prepare and submit a written Submittal Summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product
2. Product location on site

Shop Drawings

A. Provide accurately prepared, large scale and detailed shop drawings prepared specifically for this Project on reproducible sheets of minimum 8-1/2 in x 11in. Show adjacent conditions and related work where appropriate. Show accurate field dimensions where appropriate. Identify materials and products shown. Note special coordination required. Standard information prepared without specific reference to Project is not considered shop drawings.

B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings.

C. Show every component of fabricated item, notes regarding manufacturing process, coatings and finishes, identifying number conforming to Contract Documents, dimensions, and appropriate trade names. Show anchorage and fastening details, including type, size and spacing. Show material gage and thickness. Indicate welding details and joint types.

D. Submittal Quantities: Two (2) copies of Shop Drawings shall be retained by CBL and ENGINEER upon review. CONTRACTOR shall submit minimum of three (3) and a maximum of five (5) copies to ensure adequate copies are returned to CONTRACTOR.

Product Data

A. Definition: Product data includes manufacturer's standard published literature, such as installation instructions, catalog cuts and color charts. When product data must be prepared specifically because standard published data is not suitable for use, submit as shop drawing.

B. Preparation: Mark each copy of product data to show applicable choices and options. Where published product data includes information on several products and choices, mark copies to clearly indicate information applicable to this Project.

D. Submittal Quantities: Two (2) copies of Product Data shall be retained by CBL and ENGINEER upon review. CONTRACTOR shall submit minimum of three (3) and a maximum of five (5) copies to ensure adequate copies are returned to CONTRACTOR.

Complying with the requirements outlined within this Special Provision shall be considered incidental and included in the lump sum price for Item 1 - Bathroom Modifications, complete in conformance with these specifications, and drawings, or as directed and accepted by CBL.

SPECIAL PROVISION

SECTION 106 INSPECTIONS

CONTRACTOR shall be responsible for scheduling and coordinating all necessary inspections with ENGINEER and Casco Bay Lines.

Complying with the requirements outlined within this Special Provision shall be considered incidental and included in the lump sum price for Item 1 - Bathroom Modifications, complete in conformance with these specifications, and drawings, or as directed and accepted by CBL.

SPECIAL PROVISION

SECTION 107 TIME

CONTRACT TIME AND CONTRACT COMPLETION DATE

CONTRACTOR shall initiate construction no earlier than September 3, 2008, be substantially complete on or before October 3, 2008 with final completion of the Work on or before October 17, 2008.

ALLOWABLE WORKING TIMES

Working hours shall start no earlier than 5 am and end no later than 8 pm, Mondays through Sunday (non-holidays). Extended working hours and Night Work will be considered outside of these times with written request 48-hours in advance, and will be permitted only with prior written approval.

SCHEDULING OF WORK

CONTRACTOR shall provide a Schedule of Work with written week by week summary of the construction activities that will occur for duration of the project. This schedule should highlight activities that will have an impact on the use of the facilities in the construction and adjacent areas. The summary shall be provided to ENGINEER and CBL, and reviewed at the Pre-Construction meeting.

Once the Contractor commences work on this project the work shall be continuous through completion.

SUSPENSION OF WORK

If the CONTRACTOR does not have prior written authorization from CBL to suspend work, the CONTRACTOR shall be assessed Supplemental Liquidated Damages at the rate of Two Hundred and Fifty (\$250.00) Dollars per day for each calendar day that the work is not performed on the project.

For the purpose of this Special Provision, suspension of work is defined as there being less than 70 percent of the normal work force required to perform the activities that were scheduled for that period. The ENGINEER shall provide the sole decision as to whether the work has been suspended.

PROJECT CLOSEOUT

The CONTRACTOR shall maintain, at the site, a set of Drawings, on which shall be recorded accurately as the work progresses, the actual dimensions and elevations of all his work, indicating thereon all variations from the Contract Drawings. The record shall include the work of all Subcontractors. Record drawings shall be reviewed by CBL, and the CONTRACTOR shall make all necessary changes according to CBL's review.

Prior to final acceptance of the Work, all recorded data shall be transferred by the CONTRACTOR, to a complete set of reproducible record drawings, in ink or photolitho reproductions of the original of the Contract Drawings showing "As-Built" conditions.

Complying with the requirements outlined within this Special Provision shall be considered incidental and included in the lump sum price for Item 1 - Bathroom Modifications, complete in conformance with these specifications, and drawings, or as directed and accepted by CBL.

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 2 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 19 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 27 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 30 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

(C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

By signing and submitting a Bid, the Bidder acknowledges that this certification is to be furnished to the Maine Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract in anticipation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

For a related provisions, see Section 102.7.2 (C) of the Standard Specifications - "Effects of Signing and Delivery of Bids" - "Certifications", Section 3 of this Appendix A entitled "Other Federal Requirements" including section XI - "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and section XII. - "Certification Regarding Use of Contract Funds for Lobbying."

B. Bid Rigging Hotline To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 2 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Nondiscrimination & Civil Rights - Title VI The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with all State of Maine and other Federal Civil Rights laws.

For related provisions, see Subsection B - "Nondiscrimination and Affirmative Action - Executive Order 11246" of this Section 2 and Section 3 - Other Federal Requirements of this "Federal Contract Provisions Supplement" including section II - "Nondiscrimination" of the "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273.

B. Nondiscrimination and Affirmative Action - Executive Order 11246 Pursuant to Executive Order 11246, which was issued by President Johnson in 1965 and amended in 1967 and 1978, this Contract provides as follows.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Department's Office of Human Resources – Equal Employment Opportunity when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin

boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.
11. Validate all tests and other selection requirements.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

Start of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

§60-4.2 Solicitations

(d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Goals for female participation in each trade</u>	6.9%
---	------

Goals for minority participation for each trade

Maine

001 Bangor, ME

0.8%

Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME 0.5%
(Androscoggin)

6403 Portland, ME 0.6%
(Cumberland, Sagadahoc)

Non-SMSA Counties: 0.5%
(Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated started and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the contractor, is participating (pursuant to 41 CFR 60-.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally

assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.
6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)

10. The Contractor shall not use the goals and timetables or affirmative action even through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location sat which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

End of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES

Federally Required Contract Document

D. Disadvantaged Business Enterprise (DBE) Requirements The Department has established an annual Disadvantaged Business Enterprise aspirational goal to be achieved through race neutral means. This goal will adjusted periodically and will be provided by Supplemental Provision. Unless otherwise specifically provided in the Contract, there are no

specific percentage requirements for use of DBEs for individual construction contracts. The Contractor shall comply with all provisions of this section regarding DBE participation and the Department's latest version of the Disadvantaged Business Enterprise Program Manual, said Manual being incorporated herein by reference. In the case of conflict between this Contract and said Manual, this Contract shall control. The Department reserves the right to adjust DBE goals on a project-by-project basis by addendum.

Policy. It is the Department's policy that DBEs as defined in 23 CFR Part 26 and referenced in the Transportation Equity Act for 21st Century of 1998, as amended from the Surface Transportation Uniform Relocation Assistance Act of 1987, and the Intermeddle Surface Transportation Efficiency Act of 1991. The intent hereto remains to provide the maximum opportunity for DBEs to participate in the performance of contracts financed in whole or in part with federal funds.

The Department and its Contractors shall not discriminate on the basis of race, color, national origin, ancestry, sex, age, or disability in the award and performance of DOT assisted contracts.

Disadvantaged Business Enterprises are those so certified by the Maine Department of Transportation Office of Human Resources prior to bid opening date.

The Department has determined that elements of a good faith effort to meet the contract goal include but are not limited to the following:

1. Whether the Contractor advertised in general circulation, trade association, and minority/women's-focus media concerning the subcontracting opportunities;
2. Whether the Contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
3. Whether the Contractor followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
4. Whether the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals;
5. Whether the Contractor provided interested DBEs with adequate information about the plans, specification and requirements of the contract;
6. Whether the Contractor negotiated in good faith with interested DBEs, not rejecting the DBE as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the Contractor made efforts to assist interested DBEs with other appropriate technical/financial assistance required by the Department or Contractor;

8. Whether the Contractor effectively used the services of available minority/women's community organizations, minority/women's business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Substitutions of DBEs. The following may be acceptable reasons for Office of Human Resources approval of such a change order:

- The DBE defaults, voluntarily removes itself or is over-extended;
- The Department deletes portions of the work to be performed by the DBE.

It is not intended that the ability to negotiate a more advantageous contract with another certified DBE be considered a valid basis for such a change in DBE utilization once the DBE Bid Submission review has been passed. Any requests to alter the DBE commitment must be in writing and included with the change order.

Failure to carry out terms of this Standard Specification shall be treated as a violation of this contract and will result in contract sanctions which may include withholding of partial payments totaling the creditable dollars amount which would have been paid for said DBE participation, termination of this contract or other measures which may affect the ability of the Contractor to obtain Department contracts.

Copies of the Maine Department of Transportation's DBE Program may be obtained from:

Maine Department of Transportation
Office of Human Resources
#16 State House Station
Augusta, Maine 04333-0016
tel. (207) 624-3050

Quarterly Reporting Requirement. The Contractor must submit quarterly reports of actual dollars paid to Disadvantaged Business Enterprises (DBE's) on this Project to the MDOT Office of Human Resources by the end of the first week of January, April, July and October for the period covering the preceding three months considered Federal Fiscal Year quarters. The reports will be submitted directly to the Office of Human Resources on the form provided in the latest version of the DBE Program Manual. Failure to submit the report by the deadline may result in a withholding of approval of partial payment estimates by the Department.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent

of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work.

The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" ([expermnt.htm](#)) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the

designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MDOT or from sources designated by MDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS(As revised through March 10, 1994)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes

clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. EEO Officer. The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
- 6. Training and Promotion.
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions. If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment. The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. Records and Reports. The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the MDOT and the Federal Highway Administration.

The Contractor will submit to the MDOT a report for the month of July, indicating the total hours worked by minority, women and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by "Training Special Provision," the Contractor will be required to furnish Form FHWA-1409. The report is required for week ending July 15 and can be obtained from MDOT, is due by week ending August 20th. This report is to be furnished directly to MDOT - Office of Civil Rights.

III. NONSEGREGATED FACILITIES (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or

mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise

the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship

agency (where appropriate) to be eligible for probationary employment as an apprentice.

- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and

Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. **Helpers.** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. **Apprentices and Trainees (Programs of the U.S. DOT).** Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
6. **Withholding.** The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of

the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.
8. Violation. Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. Withholding for Unpaid Wages and Liquidated Damages. The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3). The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.
2. Payrolls and Payroll Records:
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from

the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of

the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant

shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other

remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

End of FHWA 1273

SUPPLEMENTAL SPECIFICATIONS
SECTION 101
CONTRACT INTERPRETATION

Scope of Section

This Section contains abbreviations, definitions, and general rules of interpretation and shall apply with the following additions or modifications.

SECTION 101.2 DEFINITIONS AND TERMS

ENGINEER: This subsection is revised to read as follows: Casco Bay Lines acting directly or through their duly authorized representatives of Woodard & Curran, who are responsible for the oversight of the construction.

CBL: Casco Bay Lines

SUPPLEMENTAL SPECIFICATIONS
SECTION 102
BIDDING

Scope of Section

This Section includes requirements related to eligibility to Bid and the Bidding process from advertisement to Bids, through Bid Opening, to the analysis of Bids. The provisions of Section 102 of the Standard Specifications shall apply with the following additions and modifications:

102.1.4 Qualifications of Bidder

The following paragraph shall be added as Section 102.1.4:

Casco Bay Lines reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy CBL that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. CBL reserves the right to reject any or all bids if it would be in the public interest to do so. CBL reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and verify that the bidder is current in its financial obligations to CBL.

102.3 Examination of documents, site and other information

The subsection is revised to read as follows: Plans, Specifications and Proposal Forms may be seen at Casco Bay Lines, 56 Commercial Street, Portland, ME, as specified in the published "Notice to CONTRACTORS".

102.5.1 Questions from Bidder

This subsection shall be amended to read as follows. Bidders shall direct all technical or Engineering questions including requests for explanations or interpretation or for the use of products or methods other than those described in the specifications in writing to:

Woodard & Curran
41 Hutchins Drive
Portland, ME 04102
Fax (207) 774-6635, c/o Andy McPartland

or email: amcpartland@woodardcurran.com

Fax or Emails shall contain subject line: "Casco Bay Lines Bathroom Modifications"

Questions must be submitted not later than five (5) working days prior to the date designated for the opening of the bids. All answers to such requests will be made as addenda to the contract and will be issued in writing to all Bidders. No oral interpretation will be given to the contract documents.

102.5.2 Bidder's Duty To Notify Department If Ambiguities Discovered

Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") relating to the Bid Documents, site conditions, or any other information that may significantly affect the cost, quality, Conformity, or timeliness of the Work. If a Bidder discovers any such ambiguity, etc., it must notify the Bid Contact Person immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc.

102.5.4 Mandatory Pre-Bid Meeting

The following paragraph shall be added as Section 102.5.4:

A mandatory Pre Bid Meeting and site walk will be held at the project location at 8:00 AM on June 11, 2008. The meeting location shall be at the Conference Room at Casco Bay Lines, 56 Commercial Street, Portland, ME. Attendance will be taken at the pre-bid meeting. Bids received from CONTRACTORS not in attendance at the mandatory pre-bid meeting will be rejected.

102.6 Bid Guarantee

This subsection is revised to read as follows: No bid will be considered unless accompanied by a certified check or bank draft payable to Casco Bay Lines or a satisfactory Bid Bond executed by the Bidder and a Surety Company in the amount equal to five percent (5%) of the Bid. No bid may be withdrawn for at least sixty (60) days after receipt of bids unless released by Casco Bay Lines.

102.7.1 Location and Time

This subsection shall be amended to read as follows: Each Bid shall be submitted, document intact, in a sealed envelope. The envelope shall be clearly marked to indicate the name of the bidder and be addressed to "Bids for Bathroom Modifications" addressed to Casco Bay Lines, P.O. Box 4656, Portland, ME 04112-4656 until 11:00 AM prevailing local time on June 30, 2008, at which time the Bids will be publicly opened and read aloud at the Casco Bay Lines Conference Room located at 56 Commercial Street, Portland, ME.

Proposals may be mailed or delivered in person, but they shall be filed prior to the time and at the place specified. Proposals received after the time for opening of bids will be returned to the bidder unopened.

102.7.2 Effects of Signing and Delivery of Bids

This subsection shall be amended by the addition of the following: Corporations will be required to affix their corporate seal on their Bid.

SUPPLEMENTAL SPECIFICATION
SECTION 103
AWARD AND CONTRACTING

Scope of Section

This Section includes requirements related to the final determination of Bid responsiveness and Award and Execution of the Contract. The provisions of Section 103 of the Standard Specifications shall apply with the following additions and modifications:

103.1. Analysis of Bids

Add the following paragraph:

Basis of Award

Award shall be made to the qualified bidder with the lowest Bid Amount.

103.3.2 Notice of Determination

This subsection shall be amended by the addition of the following paragraph:

CBL reserves the right to reject any or all bids if the evidence submitted by, or the investigation of such bidder, fails to satisfy CBL that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. CBL reserves the right to reject any or all bids if it would be in the public interest to do so. CBL reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and then verify that the bidder is current in its financial obligations to CBL.

103.4 Notice of Award

This subsection shall be amended to read as follows: The award of contract, if it be awarded, shall be made within sixty (60) days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

SUPPLEMENTAL SPECIFICATION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Scope of Section

This Section sets forth certain rights and responsibilities of the Department and the CONTRACTOR that are generally applicable to all contracts. This Section is not all inclusive and additional rights and responsibilities are set forth elsewhere in the Contract. The provisions of Section 104 of the Standard Specifications shall apply with the following additions and modifications:

104.2.3 Authority of Project Manager and Resident

This subsection shall be amended by the addition of the following paragraph: The Engineer or Casco Bay Lines will not be responsible for, nor issue directions regarding the CONTRACTOR'S safety precautions or programs; nor will they issue directions relative to, or assume control over any aspect of the methods, techniques or procedures of construction.

104.4.6 Utility coordination

This subsection shall be amended by the addition of the following paragraphs:

The CONTRACTOR shall ascertain the location of existing utilities and any other necessary information within the project limits.

The CONTRACTOR shall give Casco Bay Lines a minimum of twenty-four (24) hours notice prior to interruption of the facility's water, sanitary sewer, electric supply, or other utilities.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or supported, the CONTRACTOR shall promptly notify the proper authority. CONTRACTOR shall cooperate with the same authority in the restoration of such service as promptly as possible.

104.5.10 Warranty and Maintenance Bonds

This subsection shall be amended to read as follows: Warranty and Maintenance Bonds may be required of the CONTRACTOR or the subcontractor for specified items that Casco Bay Lines deems appropriate. The Bond must name "Casco Bay Lines" as an obligee. The CONTRACTOR shall provide a copy of said bond to Casco Bay Lines as part of the projects closeout documentation prior to final acceptance. Should the subcontractor be required to provide a Warranty or Maintenance Bond, the CONTRACTOR hereby authorizes Casco Bay Lines to directly contact subcontractor and/or its Surety in the event of a failure of the bonded item to perform as specified. The amount and duration of the Warranty and Maintenance bond for each project will be stated in the contract agreement.

SUPPLEMENTAL SPECIFICATION
SECTION 108
PAYMENT

Scope of Section

This Section contains general provisions related to payment including measurement of quantities, progress payment, retainage, the right to withhold payment, and other payment-related items. The provisions of Section 108 of the Standard Specifications shall apply with the following additions and modifications:

108.3 Retainage

The first paragraph of this section shall be deleted and replaced with the following. Retainage shall be released with Final Payment.

108.8 Final Payment

This subsection is revised by adding the following paragraphs: Prior to final payment the following shall be accomplished:

- A. The CONTRACTOR and the ENGINEER shall jointly inspect the project to assure completion of all items including Punch List.
- B. The CONTRACTOR shall submit Record Drawings indicating all changes and additions made during construction.
- C. Waivers of Lien shall be provided to CBL for the project.
- D. The CONTRACTOR shall submit the Warranty and Maintenance Bonds in the amount specified in the contract.
- E. The Final Clean-up shall be completed. No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the appropriate item.

A Final Acceptance Notification will then be forwarded to the CONTRACTOR for the project along with the Final Payment.

SUPPLEMENTAL SPECIFICATION
SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Scope of Section

This Section contains general requirements for indemnification, bonding, and insurance by the CONTRACTOR. The provisions of Section 104 of the Standard Specifications shall apply with the following additions and modifications:

110.2 Bonding

This subsection is amended by the addition of the following: whenever the word "Treasurer of the State of Maine" appears in the Standard Specifications, it shall mean the Casco Bay Lines.

110.3 Insurance

This subsection shall be amended to read as follows: Before work is started under the contract, the CONTRACTOR will be required to file with Casco Bay Lines, a Certificate of Insurance, executed by an insurance company or companies satisfactory to CBL and licensed by the State of Maine Insurance Department to do business in the State of Maine, stating that the CONTRACTOR carries insurance in accordance with the following requirements and stipulations:

- A. Workers' Compensation Insurance: With respect to all the operations the CONTRACTOR performs and all those performed for him by subcontractors, the CONTRACTOR or the subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Industrial Accident Commission, all in accordance with the requirements of the laws of the State of Maine.
- B. Commercial General Liability: With respect to the operations CONTRACTOR performs and also those performed for him by subcontractors, the CONTRACTOR shall carry regular CONTRACTOR'S Public Liability Insurance, and CONTRACTOR'S Protective Public Liability Insurance, including underground hazard and collapse each covering bodily injury liability of not less than four hundred thousand dollars (\$400,000.). The insurance certificate shall also name CBL as additional insured on Liability portions (not W/C).
- C. Automobile Liability Insurance: The CONTRACTOR shall carry Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, covering bodily injury liability of not less than four hundred thousand dollars (\$400,000.) for all damages arising out of bodily injuries to or death of one person, and covering property damage liability for a limit of not less than four hundred thousand dollars (\$400,000.) for all damages arising out of injury to or destruction of property in one accident or occurrence.
- D. Execution and Limitation: Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the company.
- E. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- F. Compliance: with the requirements of this subsection may be met by procurement of insurance covering all work under contract with CBL or may be met by procurement of separate insurance for each individual contract. In either case a Certificate of Insurance shall be filed for each contract to show evidence that all required insurance has been obtained.

- G. Termination or Change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify CBL by certified mail at least 30 days in advance of cancellations or of any change in the policy. No change shall be made without prior written approval of CBL. The CONTRACTOR shall keep all the required insurances in continuous effect until 31 days after the date of final acceptance of the project or until such time as may be established by CBL.
- H. Contractual Liability Insurance: The CONTRACTOR shall carry Contractual Liability Insurance covering the liability CONTRACTOR has assumed under the contract to indemnify and save harmless Casco Bay Lines, its officers and employees with respect to bodily injuries in or death of any person or persons or injury to or destruction of property. The limits for such insurance shall be not less than those specified for Commercial General Liability Insurance in paragraph (b) above.

SUPPLEMENTAL SPECIFICATION

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

SECTION 101

CONTRACT INTERPRETATION

101.2 Definitions

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

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

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

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

SECTION 102

DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

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

SECTION 103

AWARD AND CONTRACTING

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

SECTION 104

GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”

Delete the entire Section 104.5.9 and replace with the following:

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

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

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

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

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

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

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

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

SECTION 106 QUALITY

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

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

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

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

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

SECTION 107 TIME

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

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

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

SECTION 108 PAYMENT

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

SECTION 109 CHANGES

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

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

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

109.5.1 Definitions - Types of Delays

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

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

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

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

109.7.5 Force Account Work

C. Equipment

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

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

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

Add the following section;

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

SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

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

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

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

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

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

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

SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

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

SECTION 203 EXCAVATION AND EMBANKMENT

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

SECTION 502 STRUCTURAL CONCRETE

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

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

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

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

502.10 Forms and False work

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

502.11 Placing Concrete

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

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

Second paragraph; delete the first two sentences.

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

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

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

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

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

SECTION 503 REINFORCING STEEL

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

SECTION 504 STRUCTURAL STEEL

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

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

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

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

SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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

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

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

SECTION 603
PIPE CULVERTS AND STORM DRAINS

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

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

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

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

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

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

SECTION 606
GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox...” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.”

Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

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

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

SECTION 609 CURB

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

SECTION 615 LOAM

615.02 Materials Make the following change:

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

SECTION 618 SEEDING

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

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

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

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

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

SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

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

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

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

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

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

620.09 Basis of Payment

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

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

SECTION 621 LANDSCAPING

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

SECTION 626 HIGHWAY SIGNING

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

SECTION 627 PAVEMENT MARKINGS

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

SECTION 637 DUST CONTROL

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

SECTION 639 ENGINEERING FACILITIES

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

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

SECTION 652 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

652.4 Flaggers Replace the first paragraph with the following; “The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-1999 Class 2 risk exposure and clearly identify the wearer as a person, shall be visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with retroreflectivity. For nighttime conditions, Class 3 apparel should be considered, retroreflective or flashing SLOW/STOP paddles shall be used, and except in emergency situations the flagger station shall be illuminated to assure visibility.”

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

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

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

SECTION 653 POLYSTYRENE PLASTIC INSULATION

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

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

SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

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

SECTION 701 STRUCTURAL CONCRETE RELATED MATERIALS

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

SECTION 703 AGGREGATES

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

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

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

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

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

SECTION 706 NON-METALLIC PIPE

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

SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

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

SECTION 710 FENCE AND GUARDRAIL

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

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

SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

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

Add the following:

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

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

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

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

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

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

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

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

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

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

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

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

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

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

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

SECTION 722
GEOTEXTILES

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

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

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

SECTION 22 00 00

PLUMBING, GENERAL PURPOSE
05/08

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z21.22 (1999; R 2001) Relief Valves for Hot Water Supply Systems

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE)

ASHRAE 90.1 - IP (2004; Addendas a,b,c,d,e,f,g,h,i,j,k,l,m,n,o,p,r,s,t,u,v,x,ak 2006; Supp to Addendas 2006; Errata 2007) Energy Standard for Buildings Except Low-Rise Residential Buildings, I-P Edition

AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE)

ASSE 1003 (2001; Errata, 2003) Performance Requirements for Water Pressure Reducing Valves

ASSE 1005 (1999) Water Heater Drain Valves 3/4 Inch Size

ASSE 1018 (2001) Trap Seal Primer Valves - Potable, Water Supplied

ASSE 1037 (1990) Performance Requirements for Pressurized Flushing Devices (Flushometer) for Plumbing Fixtures

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA 10084 (2005) Standard Methods for the Examination of Water and Wastewater

AWWA B300 (2004) Hypochlorites

AWWA B301 (2004) Liquid Chlorine

AWWA C203 (2002) Coal-Tar Protective Coatings and Linings for Steel Water Pipelines - Enamel and Tape - Hot-Applied

AWWA C606 (2006) Grooved and Shouldered Joints

AWWA C651	(2005; Errata 2005) Standard for Disinfecting Water Mains
AWWA C652	(2002) Disinfection of Water-Storage Facilities
AMERICAN WELDING SOCIETY (AWS)	
AWS A5.8/A5.8M	(2004; Errata 2004) Specification for Filler Metals for Brazing and Braze Welding
AWS B2.2	(1991) Brazing Procedure and Performance Qualification
ASME INTERNATIONAL (ASME)	
ASME A112.14.1	(2003) Backwater Valves
ASME A112.19.2M	(2003) Standard for Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals
ASME A112.36.2M	(1991; R 2002) Cleanouts
ASME A112.6.1M	(1997; R 2002) Floor Affixed Supports for Off-the-Floor Plumbing Fixtures for Public Use
ASME B1.20.1	(1983; R 2006) Pipe Threads, General Purpose (Inch)
ASME B16.12	(1998; R 2006) Cast Iron Threaded Drainage Fittings
ASME B16.15	(1985; R 2004) Cast Bronze Threaded Fittings Classes 125 and 250
ASME B16.18	(2001; R 2005) Cast Copper Alloy Solder Joint Pressure Fittings
ASME B16.21	(2005) Nonmetallic Flat Gaskets for Pipe Flanges
ASME B16.22	(2001; R 2005) Standard for Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
ASME B16.24	(2001) Cast Copper Alloy Pipe Flanges and Flanged Fittings: Classes 150, 300, 400, 600, 900, 1500, and 2500
ASME B16.34	(2004) Valves - Flanged, Threaded and Welding End
ASME B16.4	(2006) Standard for Gray Iron Threaded Fittings; Classes 125 and 250
ASME B16.5	(2003) Standard for Pipe Flanges and

Flanged Fittings: NPS 1/2 Through NPS 24

ASME B31.5 (2001; Addenda 2004) Refrigeration Piping and Heat Transfer Components

ASME B40.100 (2006) Pressure Gauges and Gauge Attachments

ASME CSD-1 (2006) Control and Safety Devices for Automatically Fired Boilers

ASTM INTERNATIONAL (ASTM)

ASTM A 105/A 105M (2005) Standard Specification for Carbon Steel Forgings for Piping Applications

ASTM A 183 (2003) Standard Specification for Carbon Steel Track Bolts and Nuts

ASTM A 193/A 193M (2007) Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service

ASTM A 47/A 47M (1999; R 2004) Standard Specification for Steel Sheet, Aluminum-Coated, by the Hot-Dip Process

ASTM A 515/A 515M (2003) Standard Specification for Pressure Vessel Plates, Carbon Steel, for Intermediate- and Higher-Temperature Service

ASTM A 516/A 516M (2006) Standard Specification for Pressure Vessel Plates, Carbon Steel, for Moderate- and Lower-Temperature Service

ASTM A 536 (1984; R 2004) Standard Specification for Ductile Iron Castings

ASTM A 74 (2006) Standard Specification for Cast Iron Soil Pipe and Fittings

ASTM A 888 (2007a) Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications

ASTM B 32 (2004) Standard Specification for Solder Metal

ASTM B 42 (2002e1) Standard Specification for Seamless Copper Pipe, Standard Sizes

ASTM B 43 (1998; R 2004) Standard Specification for Seamless Red Brass Pipe, Standard Sizes

ASTM B 584 (2006a) Standard Specification for Copper Alloy Sand Castings for General Applications

ASTM B 813	(2000e1) Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube
ASTM B 828	(2002) Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings
ASTM B 88	(2003) Standard Specification for Seamless Copper Water Tube
ASTM B 88M	(2005) Standard Specification for Seamless Copper Water Tube (Metric)
ASTM C 564	(2003a) Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings
ASTM D 2000	(2006ae1) Standard Classification System for Rubber Products in Automotive Applications
ASTM D 2235	(2004) Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings
ASTM D 2564	(2004e1) Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 2665	(2007) Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings
ASTM D 2855	(1996; R 2002) Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings
ASTM D 3122	(1995; R 2002) Solvent Cements for Styrene-Rubber (SR) Plastic Pipe and Fittings
ASTM D 3138	(2004) Solvent Cements for Transition Joints Between Acrylonitrile-Butadiene-Styrene (ABS) and Poly(Vinyl Chloride) (PVC) Non-Pressure Piping Components
ASTM D 3139	(1998; R 2005) Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
ASTM D 3212	(1996a; R 2003e1) Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 3311	(2006a) Drain, Waste, and Vent (DWV) Plastic Fittings Patterns

ASTM E 1	(2005) Standard Specification for ASTM Liquid-in-Glass Thermometers
ASTM F 1760	(2001; R 2005e1) Coextruded Poly(Vinyl Chloride) (PVC) Non-Pressure Plastic Pipe Having Reprocessed-Recycled Content
ASTM F 409	(2002) Thermoplastic Accessible and Replaceable Plastic Tube and Tubular Fittings
ASTM F 477	(2007) Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 493	(2004) Solvent Cements for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe and Fittings
ASTM F 891	(2004) Coextruded Poly (Vinyl Chloride) (PVC) Plastic Pipe with a Cellular Core
CAST IRON SOIL PIPE INSTITUTE (CISPI)	
CISPI 301	(2004) Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications
CISPI 310	(2004) Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications
COPPER DEVELOPMENT ASSOCIATION (CDA)	
CDA A4015	(1994; R 1995) Copper Tube Handbook
INTERNATIONAL CODE COUNCIL (ICC)	
ICC A117.1	(2003; R 2004) Standard for Accessible and Usable Buildings and Facilities
ICC IPC	(2003; Errata 2003; Errata 2004; Errata 2004; Errata 2005) International Plumbing Code
MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)	
MSS SP-110	(1996) Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends
MSS SP-25	(1998) Standard Marking System for Valves, Fittings, Flanges and Unions
MSS SP-58	(2002) Standard for Pipe Hangers and Supports - Materials, Design and

Manufacture

MSS SP-67	(2002a; R 2004) Standard for Butterfly Valves
MSS SP-69	(2003; R 2004) Standard for Pipe Hangers and Supports - Selection and Application
MSS SP-70	(2006) Standard for Cast Iron Gate Valves, Flanged and Threaded Ends
MSS SP-71	(2005) Standard for Gray Iron Swing Check Valves, Flanged and Threaded Ends
MSS SP-72	(1999) Standard for Ball Valves with Flanged or Butt-Welding Ends for General Service
MSS SP-73	(2003) Brazing Joints for Copper and Copper Alloy Pressure Fittings
MSS SP-78	(2005a) Cast Iron Plug Valves, Flanged and Threaded Ends
MSS SP-80	(2003) Bronze Gate, Globe, Angle and Check Valves
MSS SP-85	(2002) Standard for Cast Iron Globe & Angle Valves, Flanged and Threaded Ends

NACE INTERNATIONAL (NACE)

NACE SP0169	(2007) Control of External Corrosion on Underground or Submerged Metallic Piping Systems
-------------	--

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 90A	(2002; Errata 2003; Errata 2005) Standard for the Installation of Air Conditioning and Ventilating Systems
----------	--

NSF INTERNATIONAL (NSF)

NSF 14	(2007) Plastics Piping System Components and Related Materials
NSF 61	(2007) Drinking Water System Components - Health Effects

PLASTIC PIPE AND FITTINGS ASSOCIATION (PPFA)

PPFA-01	(1998) Plastic Pipe in Fire Resistive Construction
---------	--

SOCIETY OF AUTOMOTIVE ENGINEERS INTERNATIONAL (SAE)

SAE J1508	(1997) Hose Clamp Specifications
-----------	----------------------------------

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

PL 93-523 (1974; A 1999) Safe Drinking Water Act

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

PL 102-486 (1992) Residential Energy Efficiency Ratings

UNDERWRITERS LABORATORIES (UL)

UL 1951 (1994; Rev thru Oct 2003) Standard for Electric Plumbing Accessories

1.2 SUBMITTALS

The following shall be submitted in accordance with Section 01 33 00
SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Plumbing System;

Detail drawings shall be provided of any work that differs from plans in a result of field verification or general review of the plans, coordinate with Engineer.

SD-03 Product Data

Fixtures;

List of installed fixtures with manufacturer, model, and flow rate.

SD-10 Operation and Maintenance Data

Plumbing System .

Submit OPERATION AND MAINTENANCE DATA for all plumbing features.

1.3 STANDARD PRODUCTS

Specified materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily at least two years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year use shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2 year period.

1.3.1 Alternative Qualifications

Products having less than a two-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturer's factory or laboratory tests, can be shown.

1.3.2 Service Support

The equipment items shall be supported by service organizations. Submit a certified list of qualified permanent service organizations for support of the equipment which includes their addresses and qualifications. These service organizations shall be reasonably convenient to the equipment installation and able to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

1.3.3 Manufacturer's Nameplate

Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.4 DELIVERY, STORAGE, AND HANDLING

Handle, store, and protect equipment and materials to prevent damage before and during installation in accordance with the manufacturer's recommendations, and as approved by the Contracting Officer. Replace damaged or defective items.

1.5 PERFORMANCE REQUIREMENTS

1.5.1 Plumbing Fixtures

Water flow and consumption rates shall at a minimum comply with requirements in PL 102-486.

1.6 REGULATORY REQUIREMENTS

Unless otherwise required herein, plumbing work shall be in accordance with Maine State Internal Plumbing Code.

1.7 PROJECT/SITE CONDITIONS

The Contractor shall become familiar with details of the work, verify dimensions in the field, and advise the Engineer of any discrepancy before performing any work.

1.8 ACCESSIBILITY OF EQUIPMENT

Install all work so that parts requiring periodic inspection, operation, maintenance, and repair are readily accessible. Install concealed valves, expansion joints, controls, dampers, and equipment requiring access, in locations freely accessible through access doors.

PART 2 PRODUCTS

2.1 MATERIALS

Materials for various services shall be in accordance with TABLES I and II. Pipe schedules shall be selected based on service requirements. Pipe fittings shall be compatible with the applicable pipe materials. Plastic pipe, fittings, and solvent cement shall meet NSF 14 and shall be NSF listed for the service intended. Plastic pipe, fittings, and solvent cement used for potable hot and cold water service shall bear the NSF seal

"NSF-PW." Polypropylene pipe and fittings shall conform to dimensional requirements of Schedule 40, Iron Pipe size. Pipe threads (except dry seal) shall conform to ASME B1.20.1. Grooved pipe couplings and fittings shall be from the same manufacturer. Material or equipment containing lead shall not be used in any potable water system. In line devices such as water meters, building valves, check valves, meter stops, valves, fittings and back flow preventers shall comply with PL 93-523 and NSF 61, Section 8. End point devices such as drinking water fountains, lavatory faucets, kitchen and bar faucets, residential ice makers, supply stops and end point control valves used to dispense water for drinking must meet the requirements of NSF 61, Section 9. Hubless cast-iron soil pipe shall not be installed underground, under concrete floor slabs, or in crawl spaces below kitchen floors. Plastic pipe shall not be installed in air plenums. Plastic pipe shall not be installed in a pressure piping system in buildings greater than three stories including any basement levels.

2.1.1 Pipe Joint Materials

Grooved pipe and hubless cast-iron soil pipe shall not be used under ground. Solder containing lead shall not be used with copper pipe. Cast iron soil pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Institute. Joints and gasket materials shall conform to the following:

- a. Coupling for Cast-Iron Pipe: for hub and spigot type ASTM A 74, AWWA C606. For hubless type: CISPI 310
- b. Coupling for Steel Pipe: AWWA C606.
- c. Couplings for Grooved Pipe: Ductile Iron ASTM A 536 (Grade 65-45-12) or Malleable Iron ASTM A 47/A 47M, Grade 32510. Copper ASTM A 536.
- d. Flange Gaskets: Gaskets shall be made of non-asbestos material in accordance with ASME B16.21. Gaskets shall be flat, 1/16 inch thick, and contain Aramid fibers bonded with Styrene Butadiene Rubber (SBR) or Nitro Butadiene Rubber (NBR). Gaskets shall be the full face or self centering flat ring type. Gaskets used for hydrocarbon service shall be bonded with NBR.
- e. Brazing Material: Brazing material shall conform to AWS A5.8/A5.8M, BCuP-5.
- f. Brazing Flux: Flux shall be in paste or liquid form appropriate for use with brazing material. Flux shall be as follows: lead-free; have a 100 percent flushable residue; contain slightly acidic reagents; contain potassium borides; and contain fluorides.
- g. Solder Material: Solder metal shall conform to ASTM B 32.
- h. Solder Flux: Flux shall be liquid form, non-corrosive, and conform to ASTM B 813, Standard Test 1.
- i. PTFE Tape: PTFE Tape, for use with Threaded Metal or Plastic Pipe.
- j. Rubber Gaskets for Cast-Iron Soil-Pipe and Fittings (hub and spigot type and hubless type): ASTM C 564.
- k. Rubber Gaskets for Grooved Pipe: ASTM D 2000, maximum temperature

230 degrees F.

- l. Flexible Elastomeric Seals: ASTM D 3139, ASTM D 3212 or ASTM F 477.
- m. Bolts and Nuts for Grooved Pipe Couplings: Heat-treated carbon steel, ASTM A 183.
- n. Solvent Cement for Transition Joints between ABS and PVC Nonpressure Piping Components: ASTM D 3138.
- o. Plastic Solvent Cement for ABS Plastic Pipe: ASTM D 2235.
- p. Plastic Solvent Cement for PVC Plastic Pipe: ASTM D 2564 and ASTM D 2855.
- q. Plastic Solvent Cement for CPVC Plastic Pipe: ASTM F 493.
- r. Flanged fittings including flanges, bolts, nuts, bolt patterns, etc., shall be in accordance with ASME B16.5 class 150 and shall have the manufacturer's trademark affixed in accordance with MSS SP-25. Flange material shall conform to ASTM A 105/A 105M. Blind flange material shall conform to ASTM A 516/A 516M cold service and ASTM A 515/A 515M for hot service. Bolts shall be high strength or intermediate strength with material conforming to ASTM A 193/A 193M.
- s. Plastic Solvent Cement for Styrene Rubber Plastic Pipe: ASTM D 3122.
- t. Press fittings for Copper Pipe and Tube: Copper press fittings shall conform to the material and sizing requirements of ASME B16.18 or ASME B16.22. Sealing elements for copper press fittings shall be EPDM, FKM or HNBR. Sealing elements shall be factory installed or an alternative supplied fitting manufacturer. Sealing element shall be selected based on manufacturer's approved application guidelines.

2.1.2 Miscellaneous Materials

Miscellaneous materials shall conform to the following:

- a. Hose Clamps: SAE J1508.
- b. Supports for Off-The-Floor Plumbing Fixtures: ASME A112.6.1M.
- c. Metallic Cleanouts: ASME A112.36.2M.
- d. Plumbing Fixture Setting Compound: A preformed flexible ring seal molded from hydrocarbon wax material. The seal material shall be nonvolatile nonasphaltic and contain germicide and provide watertight, gastight, odorproof and verminproof properties.
- e. Coal-Tar Protective Coatings and Linings for Steel Water Pipelines: AWWA C203.
- f. Hypochlorites: AWWA B300.
- g. Liquid Chlorine: AWWA B301.

h. Gauges - Pressure and Vacuum Indicating Dial Type - Elastic Element: ASME B40.100.

i. Thermometers: ASTM E 1. Mercury shall not be used in thermometers.

2.1.3 Pipe Insulation Material

As noted on drawings.

2.2 PIPE HANGERS, INSERTS, AND SUPPORTS

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69.

2.3 VALVES

Valves shall be provided on supplies to equipment and fixtures. Valves 2-1/2 inches and smaller shall be bronze with threaded bodies for pipe and solder-type connections for tubing. Valves 3 inches and larger shall have flanged iron bodies and bronze trim. Pressure ratings shall be based upon the application. Grooved end valves may be provided if the manufacturer certifies that the valves meet the performance requirements of applicable MSS standard. Valves shall conform to the following standards:

Description	Standard
Butterfly Valves	MSS SP-67
Cast-Iron Gate Valves, Flanged and Threaded Ends	MSS SP-70
Cast-Iron Swing Check Valves, Flanged and Threaded Ends	MSS SP-71
Ball Valves with Flanged Butt-Welding Ends for General Service	MSS SP-72
Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends	MSS SP-110
Cast-Iron Plug Valves, Flanged and Threaded Ends	MSS SP-78
Bronze Gate, Globe, Angle, and Check Valves	MSS SP-80
Steel Valves, Socket Welding and Threaded Ends	ASME B16.34
Cast-Iron Globe and Angle Valves, Flanged and Threaded Ends	MSS SP-85
Backwater Valves	ASME A112.14.1
Vacuum Relief Valves	ANSI Z21.22
Water Pressure Reducing Valves	ASSE 1003
Water Heater Drain Valves	ASSE 1005
Trap Seal Primer Valves	ASSE 1018

Description	Standard
Temperature and Pressure Relief Valves for Hot Water Supply Systems	ANSI Z21.22
Temperature and Pressure Relief Valves for Automatically Fired Hot Water Boilers	ASME CSD-1 Safety Code No., Part CW, Article 5

2.3.1 Backwater Valves

Backwater valves shall be either separate from the floor drain or a combination floor drain, P-trap, and backwater valve, as shown. Valves shall have cast-iron bodies with cleanouts large enough to permit removal of interior parts. Valves shall be of the flap type, hinged or pivoted, with revolving disks. Hinge pivots, disks, and seats shall be nonferrous metal. Disks shall be slightly open in a no-flow no-backwater condition. Cleanouts shall extend to finished floor and be fitted with threaded countersunk plugs.

2.3.2 Wall Faucets

Wall faucets with vacuum-breaker backflow preventer shall be brass with 3/4 inch male inlet threads, hexagon shoulder, and 3/4 inch hose connection. Faucet handle shall be securely attached to stem.

2.4 FIXTURES

Fixtures shall be water conservation type, in accordance with ICC IPC. Fixtures for use by the physically handicapped shall be in accordance with ICC A117.1. Vitreous china, nonabsorbent, hard-burned, and vitrified throughout the body shall be provided. Porcelain enameled ware shall have specially selected, acid-resisting enamel coating evenly applied on surfaces. No fixture will be accepted that shows cracks, crazes, blisters, thin spots, or other flaws. Fixtures shall be equipped with appurtenances such as traps, faucets, stop valves, and drain fittings. Each fixture and piece of equipment requiring connections to the drainage system, except grease interceptors, shall be equipped with a trap. Brass expansion or toggle bolts capped with acorn nuts shall be provided for supports, and polished chromium-plated pipe, valves, and fittings shall be provided where exposed to view. Fixtures with the supply discharge below the rim shall be equipped with backflow preventers. Internal parts of flush and/or flushometer valves, shower mixing valves, shower head face plates, pop-up stoppers of lavatory waste drains, and pop-up stoppers and overflow tees and shoes of bathtub waste drains shall be copper alloy with all visible surfaces chrome plated. Plastic in contact with hot water shall be suitable for 180 degrees F water temperature.

2.4.1 Automatic Controls

Provide automatic, sensor operated faucets and flush valves to comply with ASSE 1037 and UL 1951 for lavatory faucets, urinals, and water closets. Flushing and faucet systems shall consist of solenoid-activated valves with light beam sensors. Flush valve for water closet shall include an override pushbutton. Flushing devices shall be provided as described in paragraph FIXTURES AND FIXTURE TRIMMINGS.

2.4.2 Flush Valve Water Closets

ASME A112.19.2M, white vitreous china, siphon jet, elongated bowl, floor-mounted, floor outlet, or as noted on drawings. Top of toilet seat height above floor shall be 14 to 15 inches, except 17 to 19 inches for wheelchair water closets. Provide wax bowl ring including plastic sleeve. Water flushing volume of the water closet and flush valve combination shall not exceed 1.6 gallons per flush. Provide white solid plastic elongated open-front seat. Provide large diameter flush valve including angle control-stop valve, vacuum breaker, tail pieces, slip nuts, and wall plates; exposed to view components shall be chromium-plated or polished stainless steel. Flush valves shall be nonhold-open type. Mount flush valves not less than 11 inches above the fixture. Mounted height of flush valve shall not interfere with the hand rail in ADA stalls. Provide solenoid-activated flush valves including electrical-operated light-beam-sensor to energize the solenoid.

2.4.3 Wheelchair Drinking Fountain

Wall-mounted ADA bubbler style, or as noted on drawings. Bubblers shall be controlled by push levers, by push bars, or touch pads.

2.4.4 Molded Stone Mop Sinks

Molded stone basin shall be fabricated to be a one piece dependable homogenous product, or as noted on drawings. Provide stainless steel drain body and combination dome strainer and lint basket.

2.5 TRAPS

Unless otherwise specified, traps shall be plastic per ASTM F 409. Traps shall be without a cleanout. Provide traps with removable access panels for easy clean-out at sinks and lavatories. Tubes shall be copper alloy with walls not less than 0.032 inch thick within commercial tolerances, except on the outside of bends where the thickness may be reduced slightly in manufacture by usual commercial methods. Inlets shall have rubber washer and copper alloy nuts for slip joints above the discharge level. Swivel joints shall be below the discharge level and shall be of metal-to-metal or metal-to-plastic type as required for the application. Nuts shall have flats for wrench grip. Outlets shall have internal pipe thread, except that when required for the application, the outlets shall have sockets for solder-joint connections. The depth of the water seal shall be not less than 2 inches. The interior diameter shall be not more than 1/8 inch over or under the nominal size, and interior surfaces shall be reasonably smooth throughout. A copper alloy "P" trap assembly consisting of an adjustable "P" trap and threaded trap wall nipple with cast brass wall flange shall be provided for lavatories. The assembly shall be a standard manufactured unit and may have a rubber-gasketed swivel joint.

2.6 MISCELLANEOUS PIPING ITEMS

2.6.1 Escutcheon Plates

Provide one piece or split hinge metal plates for piping entering floors, walls, and ceilings in exposed spaces. Provide chromium-plated on copper alloy plates or polished stainless steel finish in finished spaces. Provide paint finish on plates in unfinished spaces.

2.6.2 Pipe Sleeves

Provide where piping passes entirely through walls, ceilings, roofs, and floors. Secure sleeves in position and location during construction. Provide sleeves of sufficient length to pass through entire thickness of walls, ceilings, roofs, and floors. Provide one inch minimum clearance between exterior of piping or pipe insulation, and interior of sleeve or core-drilled hole. Firmly pack space with mineral wool insulation. Seal space at both ends of sleeve or core-drilled hole with plastic waterproof cement which will dry to a firm but pliable mass, or provide a mechanically adjustable segmented elastomeric seal. In fire walls and fire floors, seal both ends of sleeves or core-drilled holes with UL listed fill, void, or cavity material.

2.6.2.1 Sleeves in Masonry and Concrete

Provide steel pipe sleeves or schedule 40 PVC plastic pipe sleeves. Sleeves are not required where drain, waste, and vent (DWV) piping passes through concrete floor slabs located on grade. Core drilling of masonry and concrete may be provided in lieu of pipe sleeves when cavities in the core-drilled hole are completely grouted smooth.

2.6.3 Sleeves Not in Masonry and Concrete

Provide 26 gage galvanized steel sheet or PVC plastic pipe sleeves.

2.6.4 Pipe Hangers (Supports)

Provide MSS SP-58 and MSS SP-69, Type 1 with adjustable type steel support rods, except as specified or indicated otherwise. Attach to steel joists with Type 19 or 23 clamps and retaining straps. Attach to Steel W or S beams with Type 21, 28, 29, or 30 clamps. Attach to steel angles and vertical web steel channels with Type 20 clamp with beam clamp channel adapter. Attach to horizontal web steel channel and wood with drilled hole on centerline and double nut and washer. Attach to concrete with Type 18 insert or drilled expansion anchor. Provide Type 40 insulation protection shield for insulated piping.

2.6.5 Labels

Provide labels for sensor operators at flush valves and faucets. Include the following information on each label:

- a. Identification of the sensor and its operation with graphic or written description.
- b. Low battery signal.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Piping located in air plenums shall conform to NFPA 90A requirements. Plastic pipe shall not be installed in air plenums. Piping located in shafts that constitute air ducts or that enclose air ducts shall be noncombustible in accordance with NFPA 90A. Installation of plastic pipe where in compliance with NFPA may be installed in accordance with PPFA-01. The plumbing system shall be installed complete with necessary fixtures,

fittings, traps, valves, and accessories.

3.1.1 Water Pipe, Fittings, and Connections

3.1.1.1 Utilities

The piping shall be extended to fixtures, outlets, and equipment. The hot-water and cold-water piping system shall be arranged and installed to permit draining. The supply line to each item of equipment or fixture, except faucets, flush valves, or other control valves which are supplied with integral stops, shall be equipped with a shutoff valve to enable isolation of the item for repair and maintenance without interfering with operation of other equipment or fixtures. Supply piping to fixtures, faucets, hydrants, shower heads, and flushing devices shall be anchored to prevent movement.

3.1.1.2 Cutting and Repairing

The work shall be carefully laid out in advance, and unnecessary cutting of construction shall be avoided. Damage to building, piping, wiring, or equipment as a result of cutting shall be repaired by mechanics skilled in the trade involved.

3.1.1.3 Protection of Fixtures, Materials, and Equipment

Pipe openings shall be closed with caps or plugs during installation. Fixtures and equipment shall be tightly covered and protected against dirt, water, chemicals, and mechanical injury. Upon completion of the work, the fixtures, materials, and equipment shall be thoroughly cleaned, adjusted, and operated. Safety guards shall be provided for exposed rotating equipment.

3.1.1.4 Mains, Branches, and Runouts

Piping shall be installed as indicated. Pipe shall be accurately cut and worked into place without springing or forcing. Structural portions of the building shall not be weakened. Aboveground piping shall run parallel with the lines of the building, unless otherwise indicated. Branch pipes from service lines may be taken from top, bottom, or side of main, using crossover fittings required by structural or installation conditions. Supply pipes, valves, and fittings shall be kept a sufficient distance from other work and other services to permit not less than 1/2 inch between finished covering on the different services. Bare and insulated water lines shall not bear directly against building structural elements so as to transmit sound to the structure or to prevent flexible movement of the lines. Water pipe shall not be buried in or under floors unless specifically indicated or approved. Changes in pipe sizes shall be made with reducing fittings. Use of bushings will not be permitted except for use in situations in which standard factory fabricated components are furnished to accommodate specific accepted installation practice. Change in direction shall be made with fittings, except that bending of pipe 4 inches and smaller will be permitted, provided a pipe bender is used and wide sweep bends are formed. The center-line radius of bends shall be not less than six diameters of the pipe. Bent pipe showing kinks, wrinkles, flattening, or other malformations will not be acceptable.

3.1.1.5 Pipe Drains

Pipe drains indicated shall consist of 3/4 inch hose bibb with renewable

seat and full port ball valve ahead of hose bibb. At other low points, 3/4 inch brass plugs or caps shall be provided. Disconnection of the supply piping at the fixture is an acceptable drain.

3.1.2 Joints

Installation of pipe and fittings shall be made in accordance with the manufacturer's recommendations. Mitering of joints for elbows and notching of straight runs of pipe for tees will not be permitted. Joints shall be made up with fittings of compatible material and made for the specific purpose intended.

3.1.2.1 Threaded

Threaded joints shall have American Standard taper pipe threads conforming to ASME B1.20.1. Only male pipe threads shall be coated with graphite or with an approved graphite compound, or with an inert filler and oil, or shall have a polytetrafluoroethylene tape applied.

3.1.2.2 Mechanical Couplings

Grooved mechanical joints shall be prepared according to the coupling manufacturer's instructions. Pipe and groove dimensions shall comply with the tolerances specified by the coupling manufacturer. The diameter of grooves made in the field shall be measured using a "go/no-go" gauge, vernier or dial caliper, or narrow-land micrometer. Groove width and dimension of groove from end of the pipe shall be measured and recorded for each change in grooving tool setup to verify compliance with coupling manufacturer's tolerances. Grooved joints shall not be used in concealed locations, such as behind solid walls or ceilings, unless an access panel is shown on the drawings for servicing or adjusting the joint.

3.1.2.3 Unions and Flanges

Unions, flanges and mechanical couplings shall not be concealed in walls, ceilings, or partitions. Unions shall be used on pipe sizes 2-1/2 inches and smaller; flanges shall be used on pipe sizes 3 inches and larger.

3.1.2.4 Grooved Mechanical Joints

Grooves shall be prepared according to the coupling manufacturer's instructions. Grooved fittings, couplings, and grooving tools shall be products of the same manufacturer. Pipe and groove dimensions shall comply with the tolerances specified by the coupling manufacturer. The diameter of grooves made in the field shall be measured using a "go/no-go" gauge, vernier or dial caliper, narrow-land micrometer, or other method specifically approved by the coupling manufacturer for the intended application. Groove width and dimension of groove from end of pipe shall be measured and recorded for each change in grooving tool setup to verify compliance with coupling manufacturer's tolerances. Grooved joints shall not be used in concealed locations.

3.1.2.5 Cast Iron Soil, Waste and Vent Pipe

Bell and spigot compression and hubless gasketed clamp joints for soil, waste and vent piping shall be installed per the manufacturer's recommendations.

3.1.2.6 Copper Tube and Pipe

- a. Brazed. Brazed joints shall be made in conformance with AWS B2.2, MSS SP-73, and CDA A4015 with flux and are acceptable for all pipe sizes. Copper to copper joints shall include the use of copper-phosphorus or copper-phosphorus-silver brazing metal without flux. Brazing of dissimilar metals (copper to bronze or brass) shall include the use of flux with either a copper-phosphorus, copper-phosphorus-silver or a silver brazing filler metal.
- b. Soldered. Soldered joints shall be made with flux and are only acceptable for piping 2 inches and smaller. Soldered joints shall conform to ASME B31.5 and CDA A4015. Soldered joints shall not be used in compressed air piping between the air compressor and the receiver.
- c. Copper Tube Extracted Joint. Mechanically extracted joints shall be made in accordance with ICC IPC.
- d. Press connection. Copper press connections shall be made in **strict** accordance with the manufacturer's installation instructions for manufactured rated size. The joints shall be pressed using the tool(s) approved by the manufacturer **of that joint**. Minimum distance between fittings shall be in accordance with the manufacturer's requirements.

3.1.2.7 Plastic Pipe

Acrylonitrile-Butadiene-Styrene (ABS) pipe shall have joints made with solvent cement. PVC and CPVC pipe shall have joints made with solvent cement elastomeric, threading, (threading of Schedule 80 Pipe is allowed only where required for disconnection and inspection; threading of Schedule 40 Pipe is not allowed), or mated flanged.

3.1.2.8 Other Joint Methods

3.1.3 Dissimilar Pipe Materials

Connections between ferrous and non-ferrous copper water pipe shall be made with dielectric unions or flange waterways. Dielectric waterways shall have temperature and pressure rating equal to or greater than that specified for the connecting piping. Waterways shall have metal connections on both ends suited to match connecting piping. Dielectric waterways shall be internally lined with an insulator specifically designed to prevent current flow between dissimilar metals. Dielectric flanges shall meet the performance requirements described herein for dielectric waterways. Connecting joints between plastic and metallic pipe shall be made with transition fitting for the specific purpose.

3.1.4 Corrosion Protection for Buried Pipe and Fittings

Ductile iron, cast iron, and steel pipe, fittings, and joints shall have a protective coating. Additionally, ductile iron, cast iron, and steel pressure pipe shall have a cathodic protection system and joint bonding. The cathodic protection system, protective coating system, and joint bonding for cathodically protected pipe shall be provided. Coatings shall be selected, applied, and inspected in accordance with NACE SP0169 and as otherwise specified. The pipe shall be cleaned and the coating system

applied prior to pipe tightness testing. Joints and fittings shall be cleaned and the coating system applied after pipe tightness testing. For tape coating systems, the tape shall conform to AWWA C203 and shall be applied with a 50 percent overlap. Primer utilized with tape type coating systems shall be as recommended by the tape manufacturer.

3.1.5 Pipe Sleeves and Flashing

Pipe sleeves shall be furnished and set in their proper and permanent location.

3.1.5.1 Sleeve Requirements

Pipes passing through concrete or masonry walls or concrete floors or roofs shall be provided with pipe sleeves fitted into place at the time of construction. Sleeves are not required for supply, drainage, waste and vent pipe passing through concrete slab on grade, except where penetrating a membrane waterproof floor. A modular mechanical type sealing assembly may be installed in lieu of a waterproofing clamping flange and caulking and sealing of annular space between pipe and sleeve. The seals shall consist of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve using galvanized steel bolts, nuts, and pressure plates. The links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and each nut. After the seal assembly is properly positioned in the sleeve, tightening of the bolt shall cause the rubber sealing elements to expand and provide a watertight seal between the pipe and the sleeve. Each seal assembly shall be sized as recommended by the manufacturer to fit the pipe and sleeve involved. Sleeves shall not be installed in structural members, except where indicated or approved. Rectangular and square openings shall be as detailed. Each sleeve shall extend through its respective floor, or roof, and shall be cut flush with each surface, except for special circumstances. Pipe sleeves passing through floors in wet areas such as mechanical equipment rooms, lavatories, kitchens, and other plumbing fixture areas shall extend a minimum of 4 inches above the finished floor. Unless otherwise indicated, sleeves shall be of a size to provide a minimum of 1/4 inch clearance between bare pipe or insulation and inside of sleeve or between insulation and inside of sleeve. Sleeves in bearing walls and concrete slab on grade floors shall be steel pipe or cast-iron pipe. Sleeves in nonbearing walls or ceilings may be steel pipe, cast-iron pipe, galvanized sheet metal with lock-type longitudinal seam, or plastic. Except as otherwise specified, the annular space between pipe and sleeve, or between jacket over insulation and sleeve, shall be sealed by an acceptable means. The annular space between pipe and sleeve, between bare insulation and sleeve or between jacket over insulation and sleeve shall not be sealed for interior walls which are not designated as fire rated. Sleeves through below-grade walls in contact with earth shall be recessed 1/2 inch from wall surfaces on both sides. Annular space between pipe and sleeve shall be filled with backing material and sealants in the joint between the pipe and [concrete] [masonry] wall as specified above. Sealant selected for the earth side of the wall shall be compatible with dampproofing/waterproofing materials that are to be applied over the joint sealant.

3.1.5.2 Pipe Penetrations of Slab on Grade Floors

Where pipes, fixture drains, floor drains, cleanouts or similar items penetrate slab on grade floors, except at penetrations of floors with waterproofing membrane as specified in paragraphs Flashing Requirements and

Waterproofing, a groove 1/4 to 1/2 inch wide by 1/4 to 3/8 inch deep shall be formed around the pipe, fitting or drain.

3.1.5.3 Pipe Penetrations

Provide sealants for all pipe penetrations. All pipe penetrations shall be sealed to prevent infiltration of air, insects, and vermin.

3.1.6 Supports

3.1.6.1 General

Hangers used to support piping 2 inches and larger shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Piping subjected to vertical movement when operating temperatures exceed ambient temperatures shall be supported by variable spring hangers and supports or by constant support hangers. In the support of multiple pipe runs on a common base member, a clip or clamp shall be used where each pipe crosses the base support member. Spacing of the base support members shall not exceed the hanger and support spacing required for an individual pipe in the multiple pipe run. Threaded sections of rods shall not be formed or bent.

3.1.6.2 Pipe Hangers, Inserts, and Supports

Installation of pipe hangers, inserts and supports shall conform to MSS SP-58 and MSS SP-69, except as modified herein.

- a. Types 5, 12, and 26 shall not be used.
- b. Type 3 shall not be used on insulated pipe.
- c. Type 18 inserts shall be secured to concrete forms before concrete is placed. Continuous inserts which allow more adjustment may be used if they otherwise meet the requirements for type 18 inserts.
- d. Type 19 and 23 C-clamps shall be torqued per MSS SP-69 and shall have both locknuts and retaining devices furnished by the manufacturer. Field-fabricated C-clamp bodies or retaining devices are not acceptable.
- e. Type 20 attachments used on angles and channels shall be furnished with an added malleable-iron heel plate or adapter.
- f. Type 24 may be used only on trapeze hanger systems or on fabricated frames.
- g. Type 39 saddles shall be used on insulated pipe 4 inches and larger when the temperature of the medium is 60 degrees F or higher. Type 39 saddles shall be welded to the pipe.
- h. Type 40 shields shall:
 - (1) Be used on insulated pipe less than 4 inches.
 - (2) Be used on insulated pipe 4 inches and larger when the temperature of the medium is 60 degrees F or less.

- (3) Have a high density insert for all pipe sizes. High density inserts shall have a density of 8 pcf or greater.
- i. Horizontal pipe supports shall be spaced as specified in MSS SP-69 and a support shall be installed not over 1 foot from the pipe fitting joint at each change in direction of the piping. Pipe supports shall be spaced not over 5 feet apart at valves. Operating temperatures in determining hanger spacing for PVC or CPVC pipe shall be 120 degrees F for PVC and 180 degrees F for CPVC. Horizontal pipe runs shall include allowances for expansion and contraction.
 - j. Vertical pipe shall be supported at each floor, except at slab-on-grade, at intervals of not more than 15 feet nor more than 8 feet from end of risers, and at vent terminations. Vertical pipe risers shall include allowances for expansion and contraction.
 - k. Type 35 guides using steel, reinforced polytetrafluoroethylene (PTFE) or graphite slides shall be provided to allow longitudinal pipe movement. Slide materials shall be suitable for the system operating temperatures, atmospheric conditions, and bearing loads encountered. Lateral restraints shall be provided as needed. Where steel slides do not require provisions for lateral restraint the following may be used:
 - (1) On pipe 4 inches and larger when the temperature of the medium is 60 degrees F or higher, a Type 39 saddle, welded to the pipe, may freely rest on a steel plate.
 - (2) On pipe less than 4 inches a Type 40 shield, attached to the pipe or insulation, may freely rest on a steel plate.
 - (3) On pipe 4 inches and larger carrying medium less than 60 degrees F a Type 40 shield, attached to the pipe or insulation, may freely rest on a steel plate.
 - l. Pipe hangers on horizontal insulated pipe shall be the size of the outside diameter of the insulation. The insulation shall be continuous through the hanger on all pipe sizes and applications.
 - m. Where there are high system temperatures and welding to piping is not desirable, the type 35 guide shall include a pipe cradle, welded to the guide structure and strapped securely to the pipe. The pipe shall be separated from the slide material by at least 4 inches or by an amount adequate for the insulation, whichever is greater.
 - n. Hangers and supports for plastic pipe shall not compress, distort, cut or abrade the piping, and shall allow free movement of pipe except where otherwise required in the control of expansion/contraction.

3.1.6.3 Structural Attachments

Attachment to building structure concrete and masonry shall be by cast-in concrete inserts, built-in anchors, or masonry anchor devices. Inserts and anchors shall be applied with a safety factor not less than 5. Supports

shall not be attached to metal decking. Supports shall not be attached to the underside of concrete filled floor or concrete roof decks unless approved by the Engineer. Masonry anchors for overhead applications shall be constructed of ferrous materials only.

3.1.7 Pipe Cleanouts

Pipe cleanouts shall be the same size as the pipe or as in Maine State Internal Plumbing Code, except that cleanout plugs larger than 4 inches will not be required. A cleanout installed in connection with cast-iron soil pipe shall consist of a long-sweep 1/4 bend or one or two 1/8 bends extended to the place shown. An extra-heavy cast-brass or cast-iron ferrule with countersunk cast-brass head screw plug shall be caulked into the hub of the fitting and shall be flush with the floor. Cleanouts in connection with other pipe, where indicated, shall be T-pattern, 90-degree branch drainage fittings with cast-brass screw plugs, except plastic plugs shall be installed in plastic pipe. Plugs shall be the same size as the pipe up to and including 4 inches. Cleanout tee branches with screw plug shall be installed at the foot of soil and waste stacks, at the foot of interior downspouts, on each connection to building storm drain where interior downspouts are indicated, and on each building drain outside the building. Cleanout tee branches may be omitted on stacks in single story buildings with slab-on-grade construction or where less than 18 inches of crawl space is provided under the floor. Cleanouts on pipe concealed in partitions shall be provided with chromium plated bronze, nickel bronze, nickel brass or stainless steel flush type access cover plates. Round access covers shall be provided and secured to plugs with securing screw. Square access covers may be provided with matching frames, anchoring lugs and cover screws. Cleanouts in finished walls shall have access covers and frames installed flush with the finished wall. Cleanouts installed in finished floors subject to foot traffic shall be provided with a chrome-plated cast brass, nickel brass, or nickel bronze cover secured to the plug or cover frame and set flush with the finished floor. Heads of fastening screws shall not project above the cover surface. Where cleanouts are provided with adjustable heads, the heads shall be cast iron.

3.2 FIXTURES AND FIXTURE TRIMMINGS

Polished chromium-plated pipe, valves, and fittings shall be provided where exposed to view. Angle stops, straight stops, stops integral with the faucets, or concealed type of lock-shield, and loose-key pattern stops for supplies with threaded, sweat or solvent weld inlets shall be furnished and installed with fixtures. Where connections between copper tubing and faucets are made by rubber compression fittings, a beading tool shall be used to mechanically deform the tubing above the compression fitting. Exposed traps and supply pipes for fixtures and equipment shall be connected to the rough piping systems at the wall, unless otherwise specified under the item. Floor and wall escutcheons shall be as specified. Drain lines and hot water lines of fixtures for handicapped personnel shall be insulated and do not require polished chrome finish. Plumbing fixtures and accessories shall be installed within the space shown.

3.2.1 Fixture Connections

Where space limitations prohibit standard fittings in conjunction with the cast-iron floor flange, special short-radius fittings shall be provided. Connections between earthenware fixtures and flanges on soil pipe shall be made gastight and watertight with a closet-setting compound or neoprene gasket and seal. Use of natural rubber gaskets or putty will not be

permitted. Fixtures with outlet flanges shall be set the proper distance from floor or wall to make a first-class joint with the closet-setting compound or gasket and fixture used.

3.2.2 Flushometer Valves

Flushometer valves shall be secured to prevent movement by anchoring the long finished top spud connecting tube to wall adjacent to valve with approved metal bracket.

3.2.3 Backflow Prevention Devices

Plumbing fixtures, equipment, and pipe connections shall not cross connect or interconnect between a potable water supply and any source of nonpotable water. Backflow preventers shall be installed where indicated and in accordance with Maine State Internal Plumbing Code at all other locations necessary to preclude a cross-connect or interconnect between a potable water supply and any nonpotable substance. In addition backflow preventers shall be installed at all locations where the potable water outlet is below the flood level of the equipment, or where the potable water outlet will be located below the level of the nonpotable substance. Backflow preventers shall be located so that no part of the device will be submerged. Backflow preventers shall be of sufficient size to allow unrestricted flow of water to the equipment, and preclude the backflow of any nonpotable substance into the potable water system. Bypass piping shall not be provided around backflow preventers. Access shall be provided for maintenance and testing. Each device shall be a standard commercial unit.

3.2.4 Access Panels

Access panels shall be provided for concealed valves and controls, or any item requiring inspection or maintenance. Access panels shall be of sufficient size and located so that the concealed items may be serviced, maintained, or replaced.

3.2.5 Sight Drains

Sight drains shall be installed so that the indirect waste will terminate 2 inches above the flood rim of the funnel to provide an acceptable air gap.

3.2.6 Traps

Each trap shall be placed as near the fixture as possible, and no fixture shall be double-trapped. Traps installed on cast-iron soil pipe shall be cast iron. Traps installed on steel pipe or copper tubing shall be recess-drainage pattern, or brass-tube type. Traps installed on plastic pipe may be plastic conforming to ASTM D 3311. Traps for acid-resisting waste shall be of the same material as the pipe.

3.3 IDENTIFICATION SYSTEMS

3.3.1 Identification Tags

Identification tags made of brass, engraved laminated plastic, or engraved anodized aluminum, indicating service and valve number shall be installed on valves, except those valves installed on supplies at plumbing fixtures. Tags shall be 1-3/8 inch minimum diameter, and marking shall be stamped or engraved. Indentations shall be black, for reading clarity. Tags shall be

attached to valves with No. 12 AWG, copper wire, chrome-plated beaded chain, or plastic straps designed for that purpose.

3.4 ESCUTCHEONS

Escutcheons shall be provided at finished surfaces where bare or insulated piping, exposed to view, passes through floors, walls, or ceilings, except in boiler, utility, or equipment rooms. Escutcheons shall be fastened securely to pipe or pipe covering and shall be satin-finish, corrosion-resisting steel, polished chromium-plated zinc alloy, or polished chromium-plated copper alloy. Escutcheons shall be either one-piece or split-pattern, held in place by internal spring tension or setscrew.

3.5 TESTS, FLUSHING AND DISINFECTION

3.5.1 Plumbing System

The following tests shall be performed on the plumbing system in accordance with Maine State Internal Plumbing Code.

a. Drainage and Vent Systems Test.

b. Water Supply Systems Tests.

3.5.2 Defective Work

If inspection or test shows defects, such defective work or material shall be replaced or repaired as necessary and inspection and tests shall be repeated. Repairs to piping shall be made with new materials. Caulking of screwed joints or holes will not be acceptable.

3.5.3 System Flushing

3.5.3.1 During Flushing

Before operational tests or disinfection, potable water piping system shall be flushed with potable water. Sufficient water shall be used to produce a water velocity that is capable of entraining and removing debris in all portions of the piping system. This requires simultaneous operation of all fixtures on a common branch or main in order to produce a flushing velocity of approximately 4 fps through all portions of the piping system. In the event that this is impossible due to size of system, the Contracting Officer (or the designated representative) shall specify the number of fixtures to be operated during flushing. Contractor shall provide adequate personnel to monitor the flushing operation and to ensure that drain lines are unobstructed in order to prevent flooding of the facility. Contractor shall be responsible for any flood damage resulting from flushing of the system. Flushing shall be continued until entrained dirt and other foreign materials have been removed and until discharge water shows no discoloration.

3.5.3.2 After Flushing

System shall be drained at low points. Strainer screens shall be removed, cleaned, and replaced. After flushing and cleaning, systems shall be prepared for testing by immediately filling water piping with clean, fresh potable water. Any stoppage, discoloration, or other damage to the finish, furnishings, or parts of the building due to the Contractor's failure to properly clean the piping system shall be repaired by the Contractor. When

the system flushing is complete, the hot-water system shall be adjusted for uniform circulation. Flushing devices and automatic control systems shall be adjusted for proper operation according to manufacturer's instructions. Comply with ASHRAE 90.1 - IP for minimum efficiency requirements.

3.5.4 Disinfection

After operational tests are complete, the entire domestic hot- and cold-water distribution system shall be disinfected. System shall be flushed as specified, before introducing chlorinating material. The chlorinating material shall be hypochlorites or liquid chlorine. Except as herein specified, water chlorination procedure shall be in accordance with AWWA C651 and AWWA C652. The chlorinating material shall be fed into the water piping system at a constant rate at a concentration of at least 50 parts per million (ppm). A properly adjusted hypochlorite solution injected into the main with a hypochlorinator, or liquid chlorine injected into the main through a solution-feed chlorinator and booster pump, shall be used. If after the 24 hour and 6 hour holding periods, the residual solution contains less than 25 ppm and 50 ppm chlorine respectively, flush the piping and tank with potable water, and repeat the above procedures until the required residual chlorine levels are satisfied. The system including the tanks shall then be flushed with clean water until the residual chlorine level is reduced to less than one part per million. During the flushing period each valve and faucet shall be opened and closed several times. Samples of water in disinfected containers shall be obtained from several locations selected by the Contracting Officer. The samples of water shall be tested for total coliform organisms (coliform bacteria, fecal coliform, streptococcal, and other bacteria) in accordance with AWWA 10084. The testing method used shall be either the multiple-tube fermentation technique or the membrane-filter technique. Disinfection shall be repeated until tests indicate the absence of coliform organisms (zero mean coliform density per 100 milliliters) in the samples for at least 2 full days. The system will not be accepted until satisfactory bacteriological results have been obtained.

3.6 POSTED INSTRUCTIONS

Framed instructions under glass or in laminated plastic, including wiring and control diagrams showing the complete layout of the entire system, shall be posted where directed. Condensed operating instructions explaining preventive maintenance procedures, methods of checking the system for normal safe operation, and procedures for safely starting and stopping the system shall be prepared in typed form, framed as specified above for the wiring and control diagrams and posted beside the diagrams. The framed instructions shall be posted before acceptance testing of the systems.

3.7 TABLES

TABLE I
PIPE AND FITTING MATERIALS FOR
DRAINAGE, WASTE, AND VENT PIPING SYSTEMS

		SERVICE					
Item #	Pipe and Fitting Materials	A	B	C	D	E	F
1	Cast iron soil pipe and fittings, hub and spigot, ASTM A 74 with compression gaskets. Pipe and fittings shall be marked with the CISPI trademark.	X	X	X	X	X	
2	Cast iron soil pipe and fittings hubless, CISPI 301 and ASTM A 888. Pipe and fittings shall be marked with the CISPI trademark.		X	X	X	X	
3	Cast iron drainage fittings, threaded, ASME B16.12 for use with Item 10	X		X	X		
4	Cast iron screwed fittings (threaded) ASME B16.4 for use with Item 10				X	X	
5	Polyvinyl Chloride plastic drain, waste and vent pipe and fittings, ASTM D 2665, ASTM F 891, (Sch 40) ASTM F 1760	X	X	X	X	X	X

SERVICE:

- A - Underground Building Soil, Waste and Storm Drain
- B - Aboveground Soil, Waste, Drain In Buildings
- C - Underground Vent
- D - Aboveground Vent
- E - Interior Rainwater Conductors Aboveground
- F - Corrosive Waste And Vent Above And Belowground
- * - Hard Temper

TABLE II
PIPE AND FITTING MATERIALS FOR PRESSURE PIPING SYSTEMS

Item No.	Pipe and Fitting Materials	SERVICE			
		A	B	C	D
1	Seamless red brass pipe, ASTM B 43	X	X		X
2	Bronze flanged fittings, ASME B16.24 for use with Items 5 and 7	X	X		X
3	Seamless copper pipe, ASTM B 42	X	X		X
4	Seamless copper water tube, ASTM B 88, ASTM B 88M	X**	X**	X**	X***
5	Cast bronze threaded fittings, ASME B16.15 for use with Items 5 and 7	X	X		X
6	Wrought copper and bronze solder-joint pressure fittings, ASME B16.22 for use with Items 5, 7 and 8	X	X	X	X
7	Cast copper alloy solder-joint pressure fittings, ASME B16.18 for use with Item 8	X	X	X	X
8	Bronze and sand castings grooved joint pressure fittings for non- ferrous pipe ASTM B 584, for use with Item 2	X	X	X	
9	Fittings: brass or bronze; ASME B16.15, and ASME B16.18 ASTM B 828	X	X		

A - Cold Water Service Aboveground

B - Hot and Cold Water Distribution 180 degrees F Maximum Aboveground

C - Compressed Air Lubricated

D - Cold Water Service Belowground

Indicated types are minimum wall thicknesses.

** - Type L - Hard

*** - Type K - Hard temper with brazed joints only or type K-soft temper
without joints in or under floors

**** - In or under slab floors only brazed joints

-- End of Section --

GENERAL NOTES:

A. REINFORCED CONCRETE:

1. COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS - 4000 psi
2. CONCRETE DESIGN AS PER ACI 318-95 BUILDING CODE.
3. REINFORCEMENT: ASTM A615 GRADE 60 - ALL SPLICES CLASS B (U.N.O.).
4. REINFORCEMENT SHALL BE DETAILED, FABRICATED, AND PLACED AS PER ACI 315 DETAILING MANUAL.
5. PROVIDE 3/4" CHAMFER ON EXPOSED EDGES OF CONCRETE, U.N.O.
6. FLOOR FINISH: STEEL TROWEL FINISH (MATCH EXISTING)
7. CONCRETE SEALER: ALL CONCRETE FLOORS WITH NO ARCHITECTURAL FINISH SHALL RECEIVE HARDENING/ SEALING AGENT EQUAL TO "VEXCON CERTI-VEX ENVO CURE CLEAR 13115.
8. PROVIDE EPOXY BONDING AGENT EQUAL TO "SIKADUR 32 HI-MOD" BY SIKA CORPORATION AS SPECIFIED TO BOND FRESH CONCRETE TO HARDENED CONCRETE. APPLICATION PER MANUFACTURER'S INSTRUCTIONS.
9. ALL CONCRETE WORK SHALL BE PLACED AND CURED IN ACCORDANCE WITH ALL APPLICABLE ACI STANDARDS. PROVIDE MOIST CURING FOR A MINIMUM OF 7 DAYS.

B. MASONRY:

1. ALL MASONRY MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 530.
2. CONCRETE MASONRY UNITS SHALL BE ASTM C90 GRADE N TYPE 1 (F'M = 2,000 PSI MIN.). JOINT REINFORCING SHALL BE ASTM A82. PORTLAND CEMENT SHALL BE ASTM C150 TYPE I OR III. GROUT SHALL BE ASTM C476 TYPE 1 (F'M = 2,000 PSI MIN.). MORTAR SHALL BE ASTM C270 TYPE S (F'M = 1,800 PSI MIN.). MORTAR SHALL NOT BE USED WHERE GROUT IS SPECIFIED.
3. ALL REINFORCING SHALL BE ASTM A615 WITH 60,000 PSI YIELD SPLICE LENGTHS SHALL BE:
#4 2'-0"
#5 2'-6"
#6 3'-0"
4. MASONRY SHALL BE LAID IN RUNNING BOND, UNLESS NOTED OTHERWISE, AND SHALL HAVE CORNER AND END BLOCKS AT CORNERS, ENDS, AND OPENINGS. JOINTS SHALL BE TOOLED CONCAVE.
5. HORIZONTAL JOINT REINFORCING SHALL BE GALVANIZED TRUSS TYPE REINFORCING WITH W1.7 WIRES. JOINT REINFORCING SHALL BE INSTALLED IN EVERY OTHER COURSE JOINT. PROVIDE JOINT REINFORCING IN TWO ADJACENT COURSES ABOVE AND BELOW ALL WALL OPENINGS. CORNERS AND INTERSECTIONS SHALL HAVE PREFABRICATED UNITS. END LAPS SHALL BE 6".
6. PROVIDE BOND BEAM COURSE AT THE TOP OF ALL WALLS, FLOOR LEVELS, AND AS INDICATED. REINFORCING SHALL BE CONTINUOUS THROUGH CONTROL JOINTS. HORIZONTAL JOINT REINFORCING SHALL BE DISCONTINUOUS AT CONTROL JOINTS AND SHALL BE CONTINUOUS AROUND CORNERS.
7. WHERE NEW WALLS INTERSECT WITH EXISTING WALLS, CONNECT NEW CMU DIRECTLY TO EXISTING MASONRY WALL. PROVIDE GALVANIZED Z-TYPE RIGID STEEL ANCHORS (1/4" X 1 1/2" X 20" LONG) SPACED AT 2'-8" O.C. VERTICALLY. EACH ANCHOR SHALL BE FASTENED TO EXISTING MASONRY WITH 1/2" DIA. S.S. MASONRY EXPANSION BOLT, WITH OPPOSITE END GROUTED INTO NEW CMU BLOCK CORE.
8. FILL CONCRETE CORES WITH GROUT AT BEAM, JOIST AND LINTEL BEARING.
9. PRIOR TO GROUTING CELLS (CORES), BARS AND CELLS SHALL BE INSPECTED BY THE ENGINEER. THE BASE OF EACH CELL IN WHICH A BAR IS PLACED SHALL HAVE A CLEANOUT HOLE.

C. PAINTING:

1. ALL COLOR SELECTION SHALL BE MADE BY OWNER PRIOR TO START OF WORK. ALL SURFACE PREPARATION AND APPLICATION OF PAINT SYSTEMS SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. PAINT SCHEDULE SHALL BE AS FOLLOWS:

NEW AND EXISTING CMU WALLS IN BOTH MEN AND WOMEN'S BATHROOMS AND ENTRYWAY;

NEW AND EXISTING GYPSUM CEILING IN BOTH MEN AND WOMEN'S BATHROOM AND ENTRYWAY;

NEW CMU WALLS AND GYPSUM CEILING IN UTILITY CLOSET;

NEW METAL DOORS AND FRAMES;

TOUCH UP PAINTING TO MATCH EXISTING FOR ANY EXISTING SURFACES DISTURBED BY NEW CONSTRUCTION;

3. THE FOLLOWING SHERWIN-WILLIAMS PAINT SYSTEMS SHALL BE USED, OR EQUAL:

NEW CMU: PRIMER: 1 CT LOXON BLOCK SURFACER
TOPCOAT: 2 CT PRO INDUSTRIAL PRECATALYZED EPOXY (SEMI-GLOSS)

NEW GWB: PRIMER: 1 CT PREPRITE 200 LATEX PRIMER
TOPCOAT: 2 CT PROINDUSTRIAL PRECATALYZED EPOXY (SEMI-GLOSS)

NEW METAL SUBSTRATES: PRIMER: 1 CT PRO-CRYL UNIVERSAL WATERBASED PRIMER
TOPCOAT: 2 CT PROINDUSTRIAL PRECATALYZED EPOXY (SEMI-GLOSS)

EXISTING CMU & GWB: TOPCOAT: 2 CT PROINDUSTRIAL PRECATALYZED EPOXY (SEMI-GLOSS)

D. DOORS AND HARDWARE:

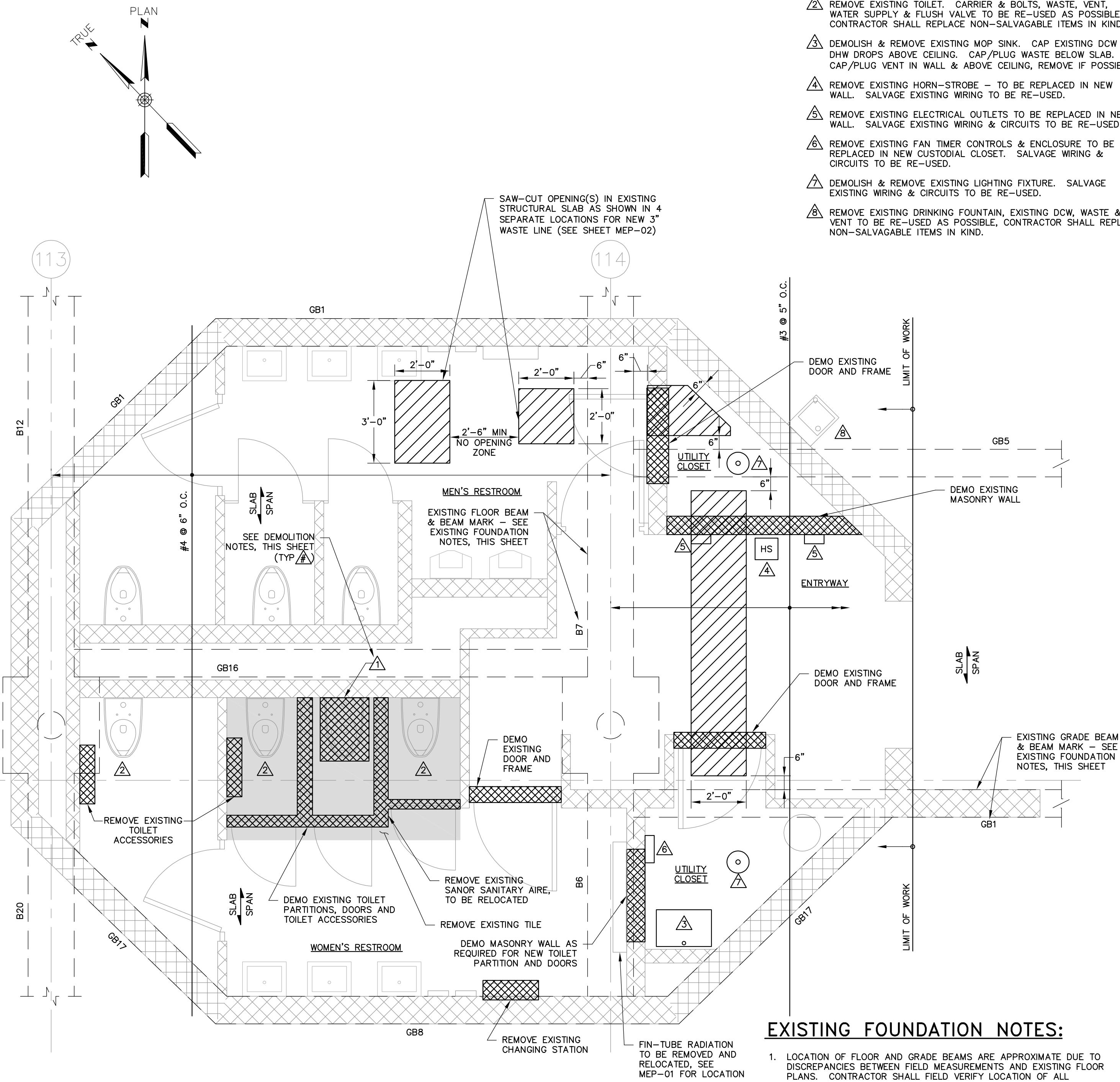
- PROVIDE METAL DOORS WITH STAINLESS STEEL HARDWARE FOR OPENINGS AS SHOWN ON THE DRAWINGS AND AS FOLLOWS (HARDWARE SHALL MEET ADA REQUIREMENTS):
1. ALL NEW DOORS SHALL BE 3'-0" x 7'-0". FRAMES SHALL BE 2" THICK WITH 4" HEAD, TO MATCH EXISTING.
 2. HARDWARE FINISH SHALL BE US32 DULL STAINLESS STEEL, UNLESS NOTED OTHERWISE.
 3. UTILITY CLOSET DOOR: PROVIDE NEW MORTISE LOCKSET EQUAL TO "SARGENT 8200 SERIES MODEL #8204 LNL 32D". MEET WITH OWNER TO COORDINATE KEYING REQUIREMENTS (MATCH EXISTING KEYS/LOCKS).
 4. WOMEN'S RESTROOM DOOR: PROVIDE NEW 4"x16" PUSH PLATE EQUAL TO "DON-JO MODEL #71 630" AND NEW 4"x16" PULL PLATE EQUAL TO "DON-JO MODEL # 7116 630". PROVIDE NEW DEAD BOLT EQUAL TO "SARGENT 4870 SERIES MODEL 4877". MEET WITH OWNER TO COORDINATE KEYING REQUIREMENTS (MATCH EXISTING KEYS/LOCKS).
 5. CLOSERS: ALUMINUM, DOOR-MOUNTED, RACK AND PINION TYPE, WITH REMOVABLE COVER, ADJUSTABLE OPEN AND CLOSE SWINGS, HOLD OPEN ARM, UL LISTED, ANSI CERTIFIED, MINIMUM 10-YEAR WARRANTY, EQUAL TO 351 SERIES CLOSER BY SARGENT (TYP.)
 6. HINGES: 3 HEAVY WEIGHT (0.180") HINGES PER DOOR, 4 1/2" X 4 1/2" STEEL, BALL BEARING TYPE, FULL MORTISE, DULL STAINLESS STEEL, CONFORMING TO ANSI-A5111 BY STANLEY, OR EQUAL (TYP.)
 7. DOOR SILENCERS: DRILL STOPS TO RECEIVE 3 SILENCERS ON STRIKE JAMBS OF EACH FRAME (TYP.).
 8. DOOR STOPS: FLOOR OR WALL MOUNTED, GRAY RESILIENT BUMPER FOR EACH DOOR (TYP.)
 9. KICKPLATES: PROVIDE STAINLESS STEEL US32D KICK PLATES ON DOOR INTERIOR FACE (TYP.)
 10. THRESHOLDS: PROVIDE FLAT, EXTRUDED OR CAST ALUMINUM THRESHOLD, MIN. 10" WIDE X 1/2" HIGH WITH BEVELED EDGES AND CORRUGATED SURFACE. EMBED THRESHOLDS IN SEALANT AND ANCHOR WITH STAINLESS STEEL SCREWS (TYP.)
 11. ALL NEW FRAMES SHALL BE CONTINUOUSLY SEALED TO WALL FINISHES ON INTERIOR AND EXTERIOR WITH POLYURETHANE SEALANT (TYP.)
 12. CONTRACTOR SHALL FIELD INSPECT EXISTING CONDITIONS TO VERIFY COMPATIBILITY OF SPECIFIED COMPONENTS. CONTRACTOR SHALL RECOMMEND ALTERNATIVES OF SIMILAR QUALITY SHOULD SPECIFIED ITEMS NOT BE COMPATIBLE WITH GIVEN CONDITIONS. SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL.
 13. ALL NEW DOORS SHALL BE PROVIDED WITH ALL HARDWARE AND ACCESSORIES AS REQUIRED FOR A COMPLETE ADA-COMPLIANT DOOR SYSTEM, AS RECOMMENDED BY THE DOOR MANUFACTURER FOR EACH OPENING. PROVIDE FRAME MOUNTING SYSTEMS AND ANCHORS COMPATIBLE WITH EXISTING OPENINGS.

E. SURFACE PREPARATION FOR MOUNTING OF DRINKING FOUNTAIN TO EXISTING SPLIT-FACE CMU WALL SURFACE:

1. DIRECTLY BEHIND THE MOUNTING FOOTPRINT OF THE DRINKING FOUNTAIN, THE CONTRACTOR SHALL SMOOTH AND FLATTEN THE EXISTING SPLIT-FACE CMU AS REQUIRED TO ACHIEVE A SMOOTH, UNIFORM, PLUMB SURFACE.
2. THE CONTRACTOR MAY USE A COMBINATION OF CHIPPING OFF THE HIGH POINTS OF MASONRY WITH A BUSHING CHISEL AND INFILLING OR PARING THE SURFACE WITH NON-SHRINK GROUT.
3. CONTRACTOR SHALL SUBMIT A WRITTEN SURFACE PREPARATION PLAN TO THE ENGINEER FOR REVIEW PRIOR TO THE START OF WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
4. THE PROPOSED SURFACE PREPARATION SHALL COMPLY WITH WRITTEN INSTALLATION INSTRUCTIONS PROVIDED BY THE DRINKING FOUNTAIN MANUFACTURER.

F. TOILET PARTITIONS AND ACCESSORIES:

1. ALL PARTITIONS AND ACCESSORIES SHALL BE ERECTED AND INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. TOILET PARTITIONS SHALL BE SOLID POLYMER FLOOR MOUNTED, OVERHEAD BRACED PARTITIONS MANUFACTURED BY HADRIAN INC., OR APPROVED EQUAL, AND SHALL MATCH EXISTING PARTITIONS IN COLOR.
3. ALL NEW TOILET PARTITION DOORS SHALL BE 26" WIDE.
4. PARTITIONS SHALL BE INSTALLED WITH PLASTIC WALL BRACKETS AND PLASTIC SHOES. ALL DOOR HARDWARE SHALL BE STAINLESS STEEL. STAINLESS STEEL COAT HANGERS, BY PARTITION MANUFACTURER, SHALL BE INSTALLED ON INSIDE OF ALL DOORS.
5. SANITARY NAPKIN DISPOSAL SHALL BE SURFACED-MOUNTED DISPOSAL, MODEL Q852, MANUFACTURED BY AMERICAN SPECIALTIES, INC., OR APPROVED EQUAL.
6. TWIN TOILET TISSUE DISPENSER SHALL BE JUMBO ROLL TWIN DISPENSER, 9-INCH, SMOKE COLOR, MODEL 56T1, AS MANUFACTURED BY TORK, OR APPROVED EQUAL.
7. SINGLE TOILET TISSUE DISPENSER SHALL BE JUMBO ROLL DISPENSER, SINGLE, 9-INCH, SMOKE COLOR, MODEL 66TR, AS MANUFACTURED BY TORK, OR APPROVED EQUAL.
8. IT IS INTENDED FOR EXISTING AND NEW TOILET TISSUE DISPENSERS TO ALL ACCOMMODATE THE SAME TISSUE ROLL SIZE, ALLOWING THE OWNER TO STOCK A SINGLE TOILET TISSUE PRODUCT FOR BOTH BATHROOMS. CONTRACTOR SHALL ENSURE THAT THIS REQUIREMENT IS SATISFIED.
9. CHANGING STATION SHALL BE HORIZONTAL BABY CHANGING STATION, MODEL 9012, AS MANUFACTURED BY AMERICAN SPECIALTIES, INC., OR APPROVED EQUAL.



EXISTING CONDITIONS/DEMOLITION PLAN

SCALE: 3/8" = 1'-0"

NOTES:

1. CONTRACTOR SHALL SUBMIT WRITTEN PROCEDURE FOR FIELD LOCATING EXISTING WASTE PIPE IN A NONDESTRUCTIVE MANNER, AS APPROVED BY THE ENGINEER. LOCATION AND INVERT OF EXISTING WASTE PIPE SHALL BE VERIFIED BEFORE ANY WORK IS STARTED OR EQUIPMENT ORDERED.
2. CONTRACTOR SHALL SUBMIT MARK-UPS OF DEMOLITION PLAN FOR PROPOSED SLAB OPENING SIZES AND LOCATIONS IF DIFFERENT THEN AS SHOWN ABOVE, AS APPROVED BY THE ENGINEER.
3. FOR ANY AREAS WHERE DEMOLITION OF WALLS OR OTHER ITEMS RESULTS IN DAMAGED FLOOR SURFACES (EXPOSED TO VIEW), CONTRACTOR SHALL REFINISH/REPAIR FLOOR AREA(S) TO MATCH EXISTING ADJACENT FLOOR FINISH. USE HIGH-PERFORMANCE REPAIR MORTAR EQUAL TO SIKATOP 122 PLUS AS PER MANUFACTURER'S RECOMMENDATIONS.
4. DEMOLISH EXISTING EXHAUST FAN. FIELD LOCATE EXISTING DUCTWORK, WIRING & CIRCUITS TO BE RE-USED AS POSSIBLE. CONTRACTOR SHALL REPLACE NON-SALVAGABLE ITEMS IN KIND.
5. "DEMO" SHALL BE DEFINED AS "DEMOLISH, REMOVE, AND LEGALLY DISPOSE OF ITEM(S) AS INDICATED".

DEMOLITION NOTES:

1. DEMOLISH & REMOVE EXISTING TOILET AND APPURTENANCES. PLUG/CAP EXISTING WASTE, VENT, AND WATER SUPPLY INSIDE PIPE CHASE.
2. REMOVE EXISTING TOILET. CARRIER & BOLTS, WASTE, VENT, WATER SUPPLY & FLUSH VALVE TO BE RE-USED AS POSSIBLE. CONTRACTOR SHALL REPLACE NON-SALVAGABLE ITEMS IN KIND.
3. DEMOLISH & REMOVE EXISTING MOP SINK. CAP EXISTING DCW & DHW DROPS ABOVE CEILING. CAP/PLUG WASTE BELOW SLAB. CAP/PLUG VENT IN WALL & ABOVE CEILING, REMOVE IF POSSIBLE.
4. REMOVE EXISTING HORN-STROBE - TO BE REPLACED IN NEW WALL. SALVAGE EXISTING WIRING TO BE RE-USED.
5. REMOVE EXISTING ELECTRICAL OUTLETS TO BE REPLACED IN NEW WALL. SALVAGE EXISTING WIRING & CIRCUITS TO BE RE-USED.
6. REMOVE EXISTING FAN TIMER CONTROLS & ENCLOSURE TO BE REPLACED IN NEW CUSTODIAL CLOSET. SALVAGE WIRING & CIRCUITS TO BE RE-USED.
7. DEMOLISH & REMOVE EXISTING LIGHTING FIXTURE. SALVAGE EXISTING WIRING & CIRCUITS TO BE RE-USED.
8. REMOVE EXISTING DRINKING FOUNTAIN, EXISTING DCW, WASTE & VENT TO BE RE-USED AS POSSIBLE. CONTRACTOR SHALL REPLACE NON-SALVAGABLE ITEMS IN KIND.

EXISTING FOUNDATION NOTES:

1. LOCATION OF FLOOR AND GRADE BEAMS ARE APPROXIMATE DUE TO DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND EXISTING FLOOR PLANS. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL RELAY BEAMS AND NOTIFY ENGINEER OF ANY SIGNIFICANT DISCREPANCIES.
2. EXISTING FLOOR IS A 6" STRUCTURAL REINFORCED CONCRETE SLAB. MAIN REINFORCING IN THE DIRECTION OF SLAB SPAN ARROWS IS AS SHOWN ON THE ABOVE PLAN. TRANSVERSE REINFORCING: #3 @ 12" O.C.
3. GRADE BEAM SCHEDULE (TOP OF GRADE BEAM ELEVATION IS 8" BELOW THE TOP OF CONCRETE SLAB):

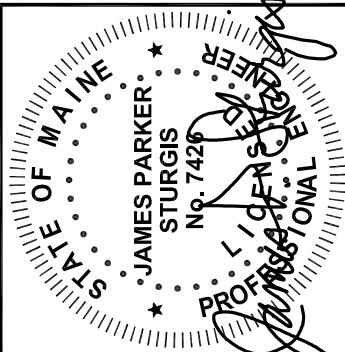
Beam	Width	Depth
GB1	12"	48"
GB5	12"	24"
GB8	12"	16"
GB16	12"	32"
GB17	12"	10"
4. FLOOR BEAM SCHEDULE (TOP OF BEAM ELEVATION IS TOP OF CONCRETE SLAB):

Beam	Width	Depth
B6	20"	40"
B7	20"	26"
B12	20"	48"
B20	20"	26"
5. FOR ADDITIONAL INFORMATION ON EXISTING FOUNDATION, REFER TO ATTACHED FOUNDATION PLAN BY SMRT.

41 HUTCHINS DRIVE
PORTLAND, MAINE 04102
800.426.4262 | www.woodardcurran.com

WOODARD & CURRAN
CONSULTING ENGINEERS AND ARCHITECTS
REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS
MAINE, NEW HAMPSHIRE, VERMONT, NEW JERSEY, NEW YORK, PENNSYLVANIA, VIRGINIA, WASHINGTON, D.C.

COMMITMENT & INTEGRITY DRIVE RESULTS



EXISTING CONDITIONS/DEMOLITION PLAN & NOTES

CASCO BAY LINES
56 COMMERCIAL STREET
PORTLAND, MAINE

BATHROOM MODIFICATIONS

JOB NO.: 203819.02
DATE: JUNE 1, 2008
SCALE: AS NOTED
SHEET: 1 OF 4

S-01

1

2

3

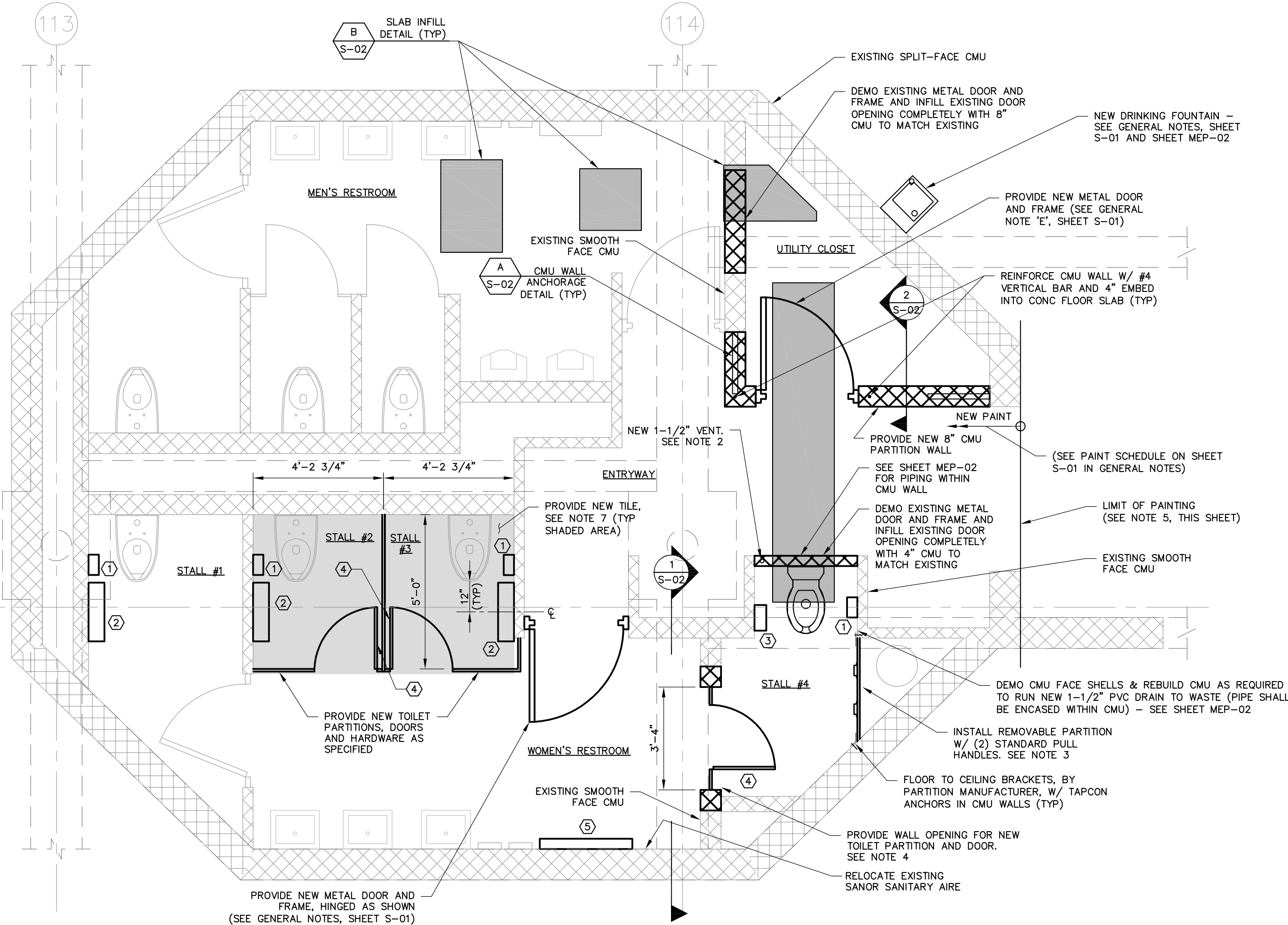
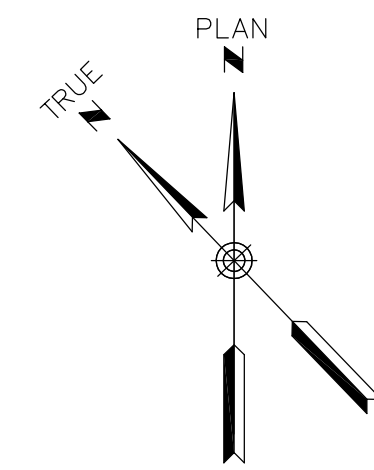
4

5

6

7

8

**TOILET ACCESSORIES SCHEDULE:**

- ① SANITARY NAPKIN DISPENSER
- ② TWIN TOILET TISSUE DISPENSER
- ③ SINGLE TOILET TISSUE DISPENSER
- ④ COAT HANGER (MOUNTED TO DOOR)
- ⑤ CHANGING STATION

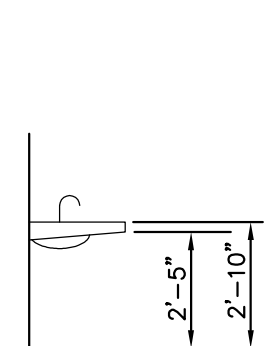
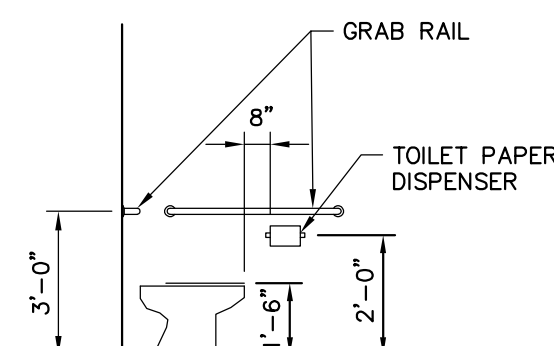
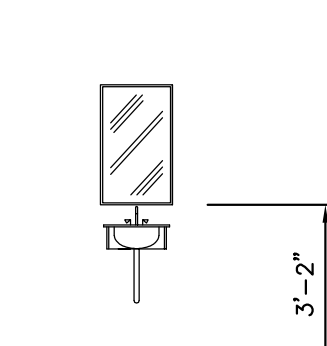
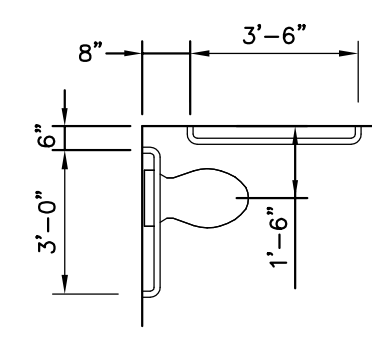
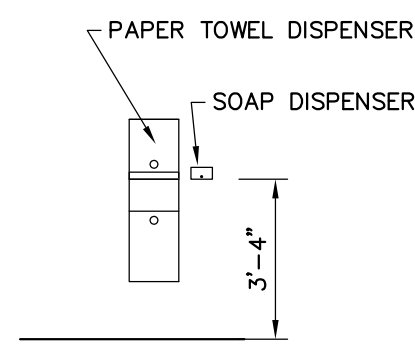
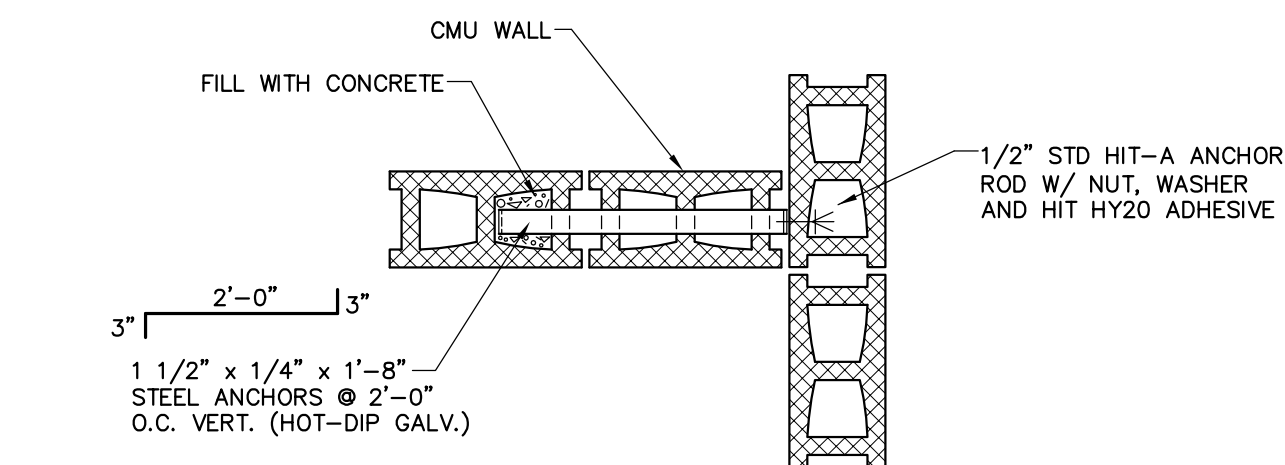
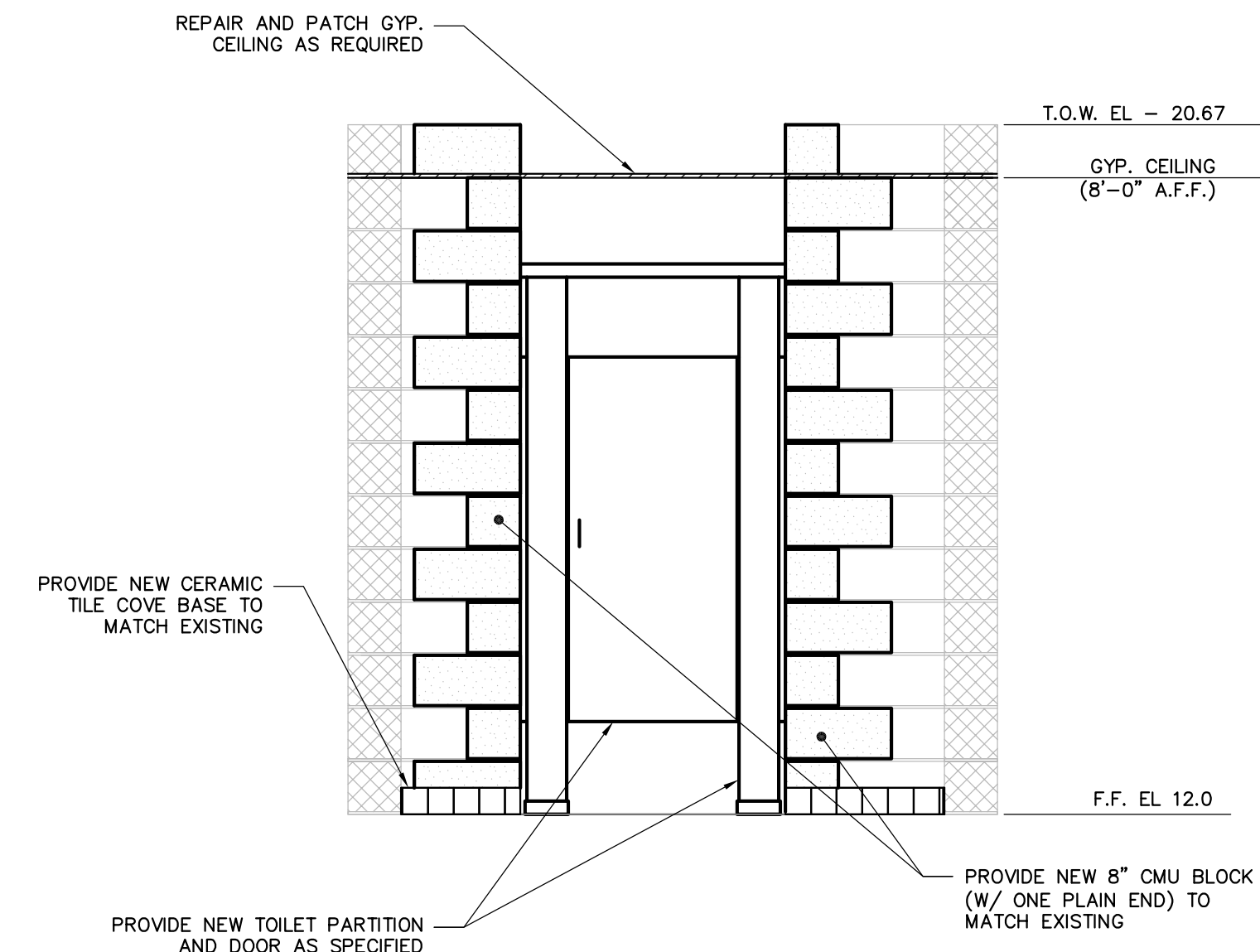
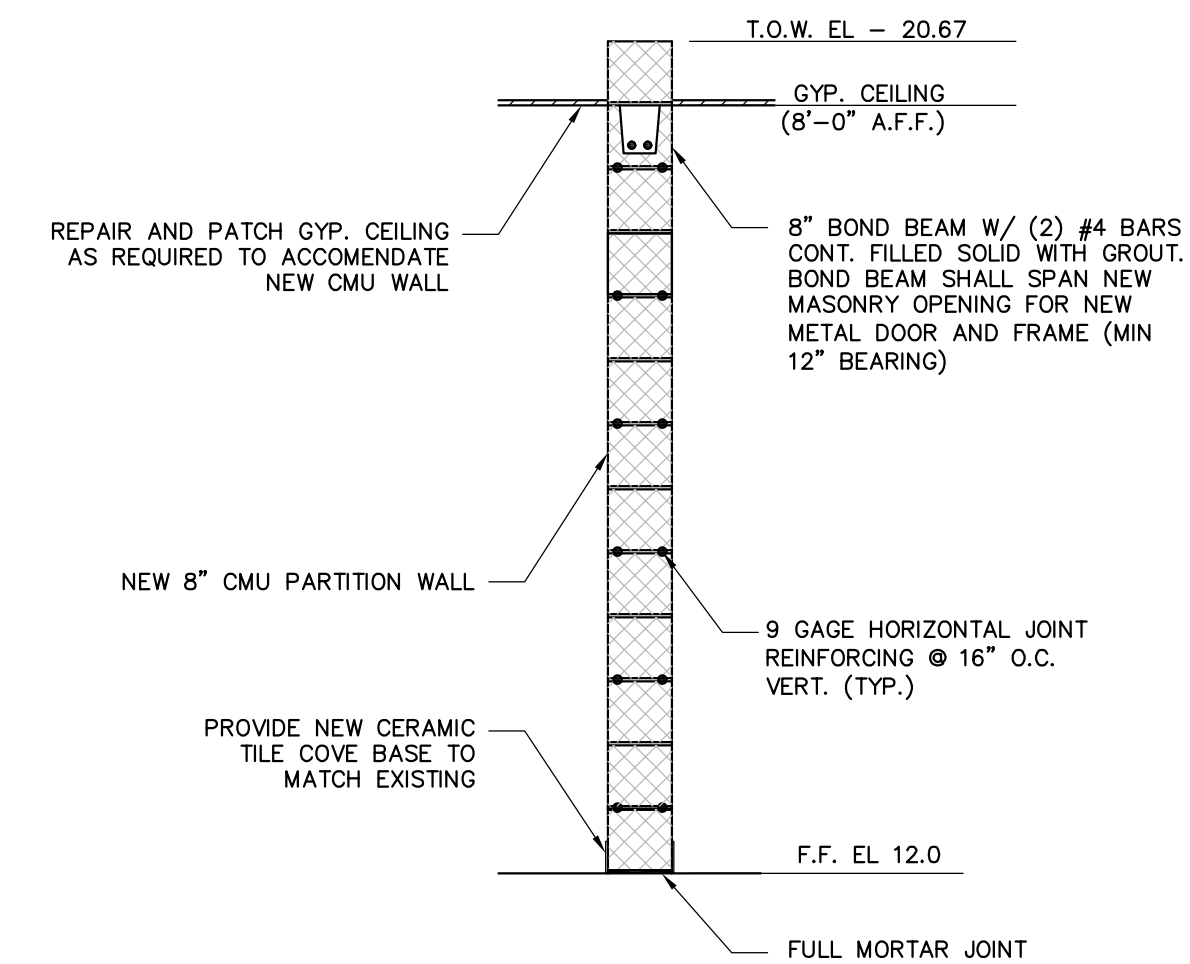
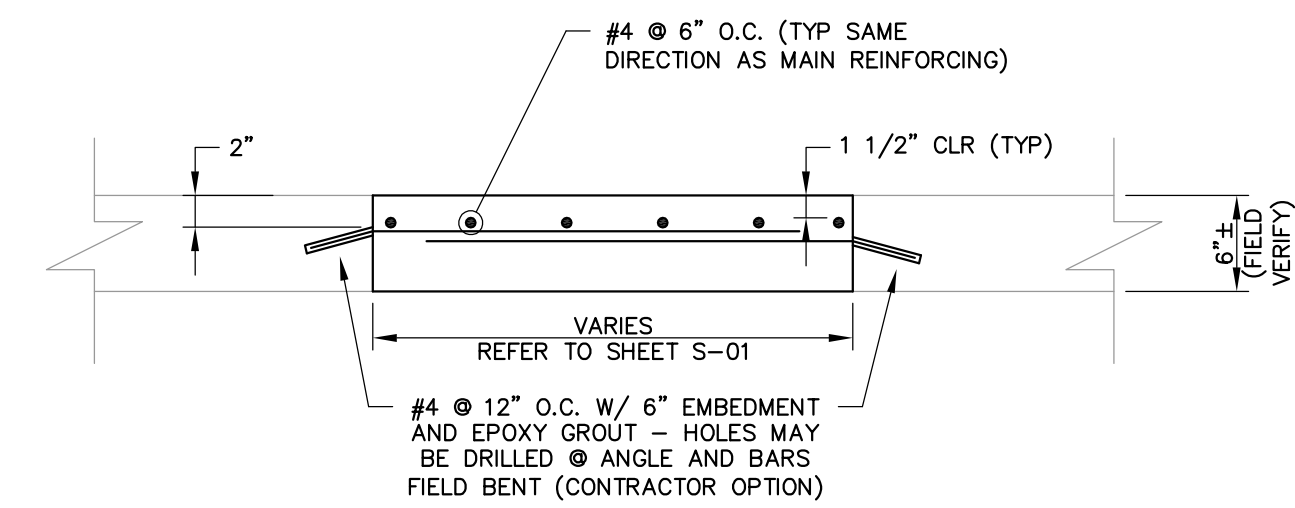
SEE GENERAL NOTES, SHEET S-01, FOR PRODUCT SPECIFICATIONS

PROPOSED FLOOR PLAN

SCALE: 3/8" = 1'-0"

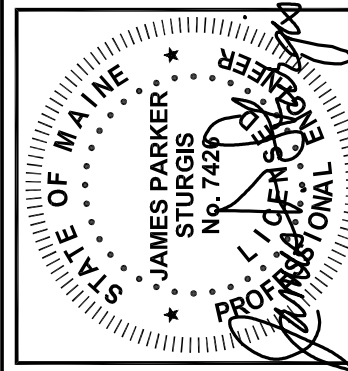
NOTES:

- CONTRACTOR SHALL FIELD VERIFY ALL PARTITION DIMENSIONS PRIOR TO FABRICATION.
- CONTRACTOR SHALL CORE THROUGH BOND BEAM AS REQUIRED TO INSTALL NEW VENT IN CMU CORE.
- FIELD VERIFY DIMENSIONS FOR REMOVABLE PARTITION. PARTITION SHALL EXTEND FROM 1/2" ABOVE FINISHED FLOOR TO 1/2" BELOW CEILING AND MATCH TOILET PARTITIONS IN BOTH COLOR AND MATERIAL. STANDARD PULL HANDLES SHALL BE LOCATED AT 3'-6" AFF, 2 FEET APART.
- CONTRACTOR SHALL LOCATE WALL OPENING WHERE NEW ONE PLAIN END CMU CAN BE EVENLY TOOTHED IN, RESULTING IN MINIMAL DAMAGE TO EXISTING WALL. (SEE SECTION 1, THIS SHEET)
- PAINT ALL NEW AND EXISTING CMU WALLS AND GYPSUM CEILINGS. PAINT NEW METAL DOORS AND FRAMES. SEE GENERAL NOTES, SHEET S-01, FOR PAINTING SPECIFICATIONS AND SCHEDULE.
- REPAIR AND PATCH ALL GYPSUM CEILING DISTURBED BY NEW CONSTRUCTION TO MATCH EXISTING ADJACENT GWB FINISH.
- PROVIDE NEW CERAMIC TILE AND GROUT AS INDICATED AND REPAIR AND PATCH ALL AREAS DISTURBED BY NEW CONSTRUCTION. NEW TILE SHALL MATCH EXISTING TILE IN COLOR, SIZE AND MATERIAL. ALL NEW AND EXISTING TILE AND GROUT SHALL BE THOROUGHLY CLEANED AS PER TILE MANUFACTURER'S RECOMMENDATIONS AND AS APPROVED BY THE ENGINEER.

**LAVATORY****WATER CLOSET
SIDE ELEVATION****MIRROR****WATER CLOSET
AND GRAB BAR****PAPER TOWEL DISPENSER
AND SOAP DISPENSERS****A CMU WALL ANCHORAGE DETAILS**
N.T.S.**SECTION 1**
SCALE: 1/2" = 1'-0" S-02**SECTION 2**
SCALE: 1/2" = 1'-0" S-02**B SLAB INFILL DETAIL**
N.T.S.**TYPICAL MOUNTING HEIGHTS****NOTES:**

- ALL MOUNTING HEIGHTS AND INSTALLATION SHALL MEET ALL APPLICABLE STATE, LOCAL, NATIONAL, AND HANDICAP ACCESSIBILITY REGULATIONS.
- PROVIDE SOLID WOOD BLOCKING WITHIN WALLS AS REQUIRED FOR BACK-UP SUPPORT FOR MOUNTING OF GRAB BARS, FIXTURES, AND ACCESSORIES.

41 HUTCHINS DRIVE
PORTLAND, MAINE 04102
800.426.4262 | www.woodardcurran.com



REV	ISSUED FOR BIDDING	DESCRIPTION	DATE
1	06/01/08	ISSUED FOR BIDDING	06/01/08

CHECKED BY: JPS
DESIGNED BY: MCL
DRAWN BY: DMB
203819-02.mxd

**PROPOSED FLOOR PLAN,
NOTES, SECTIONS & DETAILS**

CASCO BAY LINES

56 COMMERCIAL STREET
PORTLAND, MAINE

BATHROOM MODIFICATIONS

JOB NO.: 203819.02
DATE: JUNE 1, 2008
SCALE: AS NOTED
SHEET: 2 OF 4

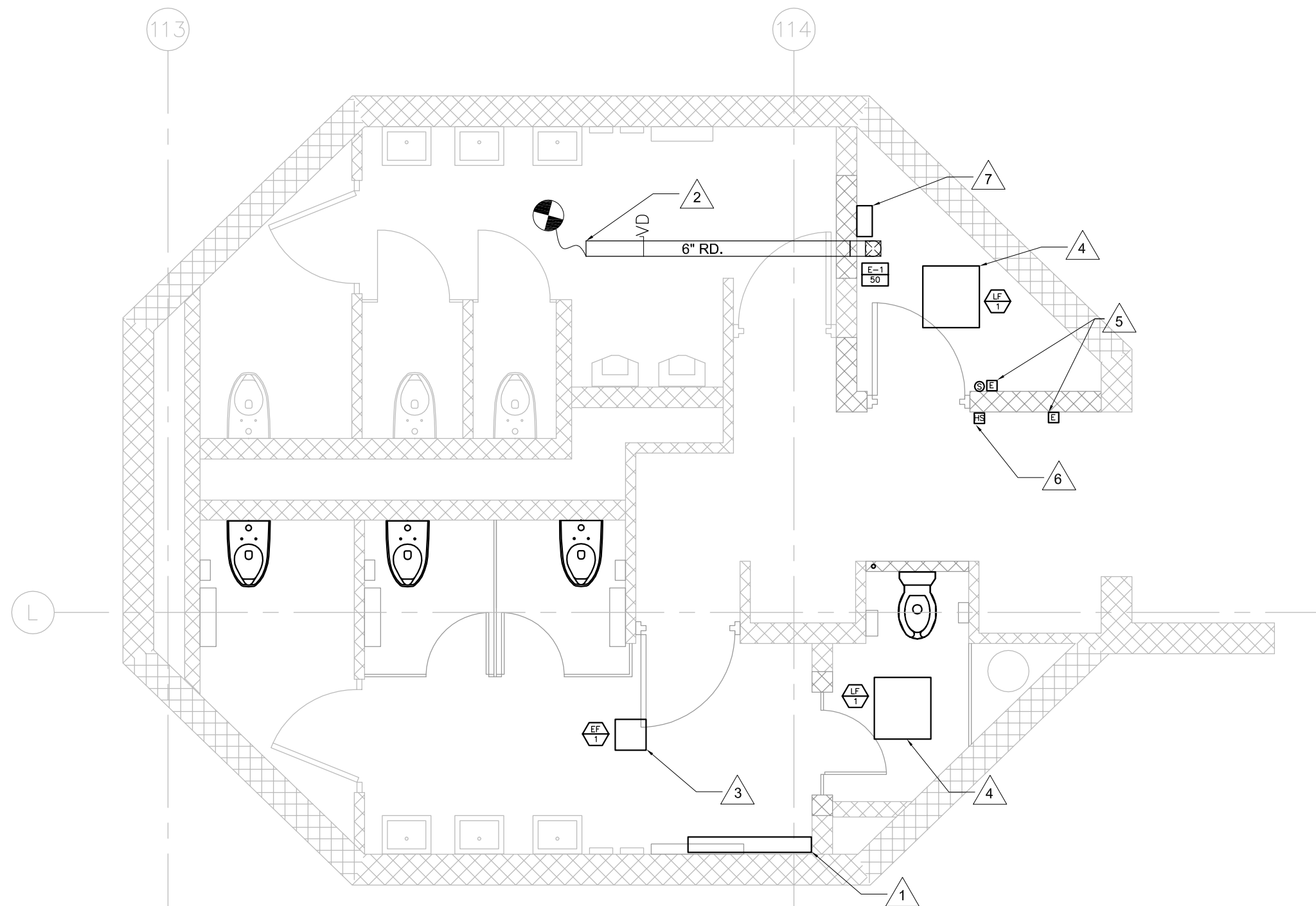
S-02

GENERAL DRAWING NOTES

- DRAWINGS ARE FOR DIAGRAMMATIC PURPOSES. FIELD VERIFY ALL MEASUREMENTS AND LOCATIONS
- ALL EQUIPMENT SHALL BE INSTALLED PER STATE CODE AND MANUFACTURER'S RECOMMENDATIONS, INSTRUCTIONS, AND CLEARANCES
- ALL DUCTWORK, PIPING, ELECTRICAL, AND EQUIPMENT INSTALLATIONS SHALL CONFORM TO THE REQUIREMENTS OF STATE CODE, ANSI, ASHRAE, ICC, NEC, NFPA, SMACNA
- COORDINATE WITH OTHER TRADES
- NOTIFY ENGINEER OF ALL DISCREPANCIES

KEYED DRAWING NOTES

- RELOCATE EXISTING FIN-TUBE RADIATION, PROVIDE CONNECTIONS TO THE EXISTING 3/4" HWS AND HWR WITH COPPER PIPING TO BE INSULATED TO MATCH EXISTING, FIELD VERIFY.
- NEW 6" ROUND 24 GAUGE GALVANIZED DUCTWORK TO CONNECT WITH A SMOOTH TRANSITION 45 DEGREE ON THE DOWNSTREAM SIDE OF EXISTING 8"x8" DUCTWORK. PROVIDE NEW DUCTWORK TO SMACNA 12" PRESSURE CLASS AND SEAL CLASS C. PROVIDE NEW EXHAUST GRILL AS SCHEDULED AND MANUAL VOLUME DAMPER BALANCED TO 50 CFM. COORDINATE WITH CONTRACTOR ON ACCESS LOCATIONS AND METHODS FOR ACCESS, AS REQUIRED.
- PROVIDE NEW EXHAUST FAN AS SCHEDULED. FIELD VERIFY LOCATION. EXISTING UNDAMAGED DUCTWORK
- TO BE REUSED TO THE EXTENT POSSIBLE, PROVIDE NEW TRANSITION AT FAN, AND ANY OTHER APPURTENANCES AS REQUIRED. REBALANCE WOMEN'S ROOM TO 250 CFM AND MEN'S ROOM TO 250 CFM THROUGH EXISTING VOLUME DAMPERS. COORDINATE WITH CONTRACTOR ON ACCESS LOCATIONS AND METHODS FOR ACCESS, AS REQUIRED.
- PROVIDE NEW LIGHTING AS SCHEDULED. TO BE CONNECTED INTO EXISTING CIRCUIT PER NEC
- REQUIREMENTS, PROVIDE NEW WALL MOUNTED LIGHT SWITCH FOR CUSTODIAL ROOM. WOMEN'S
- ROOM TO BE POWERED AND SWITCHED FROM EXISTING WOMEN'S BATHROOM LIGHTING CIRCUIT.
- RELOCATE EXISTING ELECTRICAL OUTLETS, PROVIDE ON EACH SIDE OF NEW WALL PER NEC, LOCATION TO BE DETERMINED BY CBL.
- RELOCATE EXISTING HORN-STROBE ALARM, LOCATION TO BE DETERMINED BY CBL.
- RELOCATE EXISTING FAN TIME CLOCK TO NEW CUSTODIAL ROOM, LOCATION TO BE DETERMINED BY CBL.



MECHANICAL AND ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

PLUMBING/HVAC/ELECTRICAL LEGEND

SYMBOLS

- 12"x12" RD. 12 INCH ROUND DUCT
RETURN DUCT TURNED UP OR DOWN (DASHED)
SUPPLY DUCT TURNED UP OR DOWN (DASHED)
EXHAUST DUCT TURNED UP OR DOWN (DASHED)
ROUND DUCT ELBOW UP OR DOWN (DASHED)
VOLUME DAMPER
ELECTRICAL SWITCH
ELECTRICAL OUTLET
HORN-STROBE ALARM
DIFFUSER, REGISTER OR GRILLE TAG
CFM AIR FLOW
QUANTITY
EQUIPMENT TAG
CONNECT TO EXISTING
PIPE DROP
PIPE RISE

ABBREVIATIONS

- AFT ABOVE FINISHED FLOOR
ATC AUTOMATIC TEMPERATURE CONTROL
BDD BACKDRAFT DAMPER
CFM CUBIC FEET PER MINUTE
CCE CONNECT TO EXISTING
D DAMPER
DOW DOMESTIC COLD WATER
DDC DIRECT DIGITAL CONTROL
DHW DOMESTIC HOT WATER
DIA DIAMETER
EA EXHAUST AIR
EF EXHAUST FAN
GC GENERAL CONTRACTOR
GPF GALLON PER FLUSH
HVAC HEATING, VENTILATING AND AIR CONDITIONING
HWR HOT WATER RETURN
HWS HOT WATER SUPPLY
L LOWER
MAX MAXIMUM
MBH 1000 BTU/Hr.
MIN MINIMUM
M MOTOR OPERATED DAMPER
MUA MAKE UP AIR
NTS NOT TO SCALE
OA OUTSIDE AIR
RA RETURN AIR
RD ROOF DRAIN
(REL.) RELOCATED
SA SUPPLY AIR
SF SUPPLY FAN
SS STAINLESS STEEL
S SUPPLY TERMINAL
TG TRANSFER GRILLE
TYP TYPICAL
UH UNIT HEATER
VD MANUAL VOLUME DAMPER

Fans							
Tag	Service	Manufacture	Model	Supply Air Flow (CFM)	ESP (in h2o)	Electrical (V-PH-HZ)	Motor (HP)
EF-1	Bathrooms and Custodial Closet	Cook (or equal)	ACWD-HP (or equal)	550	0.375	120-1-60	1/6

Notes:

- Install per manufacturer's recommendations
- Unit to be have vibration isolation
- Provide backdraft dampers
- Provide disconnect switch
- Provide aluminum birdscreen
- Provide all ductwork transitions, appurtenances, and modifications to building to accommodate new fan
- To be controlled thru existing wall mounted timer, relocated to custodial closet

Diffuser, Grille, Register							
Tag	Manufacture	Model	Type	Nominal Airflow (CFM)	Total Pressure (in h2o)	Neck Size (in)	Notes
E-1	Titus (or equal)	350-RL (or equal)	Aluminum Epoxy Coated, 35 Degree Fixed Blade, 3/4" Spacing, Surface Mount	57	0.018	6x6	1,2,3

Notes:

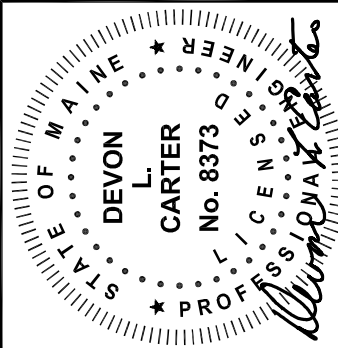
- Install per manufacturer's recommendations
- Color by owner
- Install with volume dampers to balance

Lighting Fixture Schedule									
Tag	Manufacture	Catalog Number	Type	Lamp Type	Lamp Watt	Lamp Number	Voltage	MTG	Notes
LF - 1	Columbia (or equal)	SM22-232U6-FAA12-EU	2x2' 2-Lamp Surface Mount	32U6	32	2	120/277	SUR	1,2

NOTES

- Install per manufacturer's recommendations
- Field verify voltage and circuit

41 HUTCHINS DRIVE
PORTLAND, MAINE 04102
800.426.4262 | www.woodardcurran.com



ISSUED FOR BIDDING	DATE
06/01/08	
REV	DESCRIPTION
1	
DESIGNED BY: AM	CHECKED BY: DC
DRAWN BY: DMB	203819-02.dwg

HVAC AND ELECTRICAL PLAN

CASCO BAY LINES
56 COMMERCIAL STREET
PORTLAND, MAINE

BATHROOM MODIFICATIONS

JOB NO.: 203819.02
DATE: JUNE 1, 2008
SCALE: AS NOTED
SHEET: 3 OF 4

MEP-01

GENERAL DRAWING NOTES

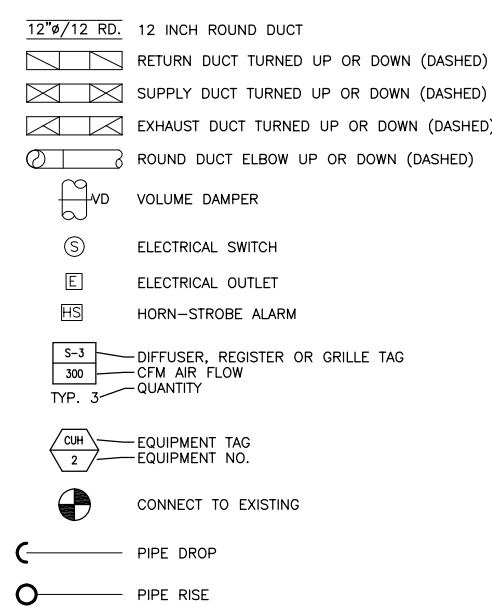
1. DRAWINGS ARE FOR DIAGRAMMATIC PURPOSES. FIELD VERIFY ALL MEASUREMENTS AND LOCATIONS.
2. FIELD VERIFY ALL INVERTS AND LOCATIONS OF WASTE PIPING BEFORE ANY WORK IS STARTED OR EQUIPMENT ORDERED.
3. ALL EQUIPMENT SHALL BE INSTALLED PER STATE CODE AND MANUFACTURER'S RECOMMENDATIONS, INSTRUCTIONS, AND CLEARANCES.
4. ALL DUCTWORK, PIPING AND EQUIPMENT INSTALLATIONS SHALL CONFORM TO THE REQUIREMENTS OF STATE CODE, ANSI, ASHRAE, ICC, NEC, NFPA, SMACNA.
5. INSULATE DHW & DOW PIPING WITH 1/2" FIBERGLASS WITH MINIMUM CONDUCTIVITY OF 0.22 BTU"IN/H"FT²"F.
6. COORDINATE WITH OTHER TRADES.
7. NOTIFY ENGINEER OF ALL DISCREPANCIES.

KEYED DRAWING NOTES

1. PROVIDE NEW 3" FLOOR CLEANOUT, ZURN Z1400-K (OR EQUAL).
2. PROVIDE WALL MOUNTING PLATE TO FASTEN NEW DRINKING FOUNTAIN TO WALL. CONNECT TO EXISTING WASTE AND DCW SUPPLY PIPING, PROVIDE OTHER APPURTENANCES AS REQUIRED. MOUNT AT ADA HEIGHT.
3. DROP 1" DCW SUPPLY IN WALL AND PROVIDE NEW BATTERY POWERED WATER CLOSET FLUSH VALVE, SLOAN 8111-1.28, OR EQUAL.
4. PROVIDE NEW BATTERY POWERED WATER CLOSET FLUSH VALVE TO REPLACE EXISTING FLUSH VALVE, SLOAN 8111-1.6, OR EQUAL. REUSE EXISTING COMPONENTS AS POSSIBLE, PROVIDE ADDITIONAL PIPING AND APPURTENANCES AS REQUIRED.
5. PROVIDE NEW BATTERY POWERED HAND WASHING FAUCET TO REPLACE EXISTING LAVATORY FAUCETS, SLOAN EBF-650-BDT, OR EQUAL. PROVIDE BELOW DECK TEMPERATURE MIXING VALVE TO ADJUST WATER TEMPERATURE WITH KEYS TO DETEYR USER ADJUSTMENT. REUSE EXISTING COMPONENTS AS POSSIBLE, PROVIDE ADDITIONAL PIPING AND APPURTENANCES AS REQUIRED TO MEET ASSE 1016&1070.
6. PROVIDE NEW BATTERY POWERED URINAL FLUSH VALVE TO REPLACE EXISTING FLUSH VALVE, SLOAN 8186, OR EQUAL. REUSE EXISTING COMPONENTS AS POSSIBLE, PROVIDE ADDITIONAL PIPING AND APPURTENANCES AS REQUIRED.
7. PROVIDE 1 1/2" INDIRECT WASTE IN WALL PER STATE CODE FOR HOT WATER HEATER RELIEF VALVE DRAIN.
8. CONTRACTOR TO IDENTIFY INVERT AND LOCATION OF EXISTING WASTE LINE PRIOR TO ANY DEMOLITION OR CONSTRUCTION.
9. CONTRACTOR TO FIELD VERIFY EXISTING TOILET BEFORE PURCHASING NEW WC-2 OR DEMOLITION OF EXISTING TOILET, CONTRACTOR SHALL PROVIDE DOCUMENTATION TO CBL ON TOILET BASE, FLUSH DESIGN, AND FLOW RATE. PURCHASE OF NEW WC-2 SHALL BE MADE UPON CONTRACTOR RECEIPT OF AUTHORIZATION FROM CBL. SHALL BE INSTALLED AT ADA HEIGHT.

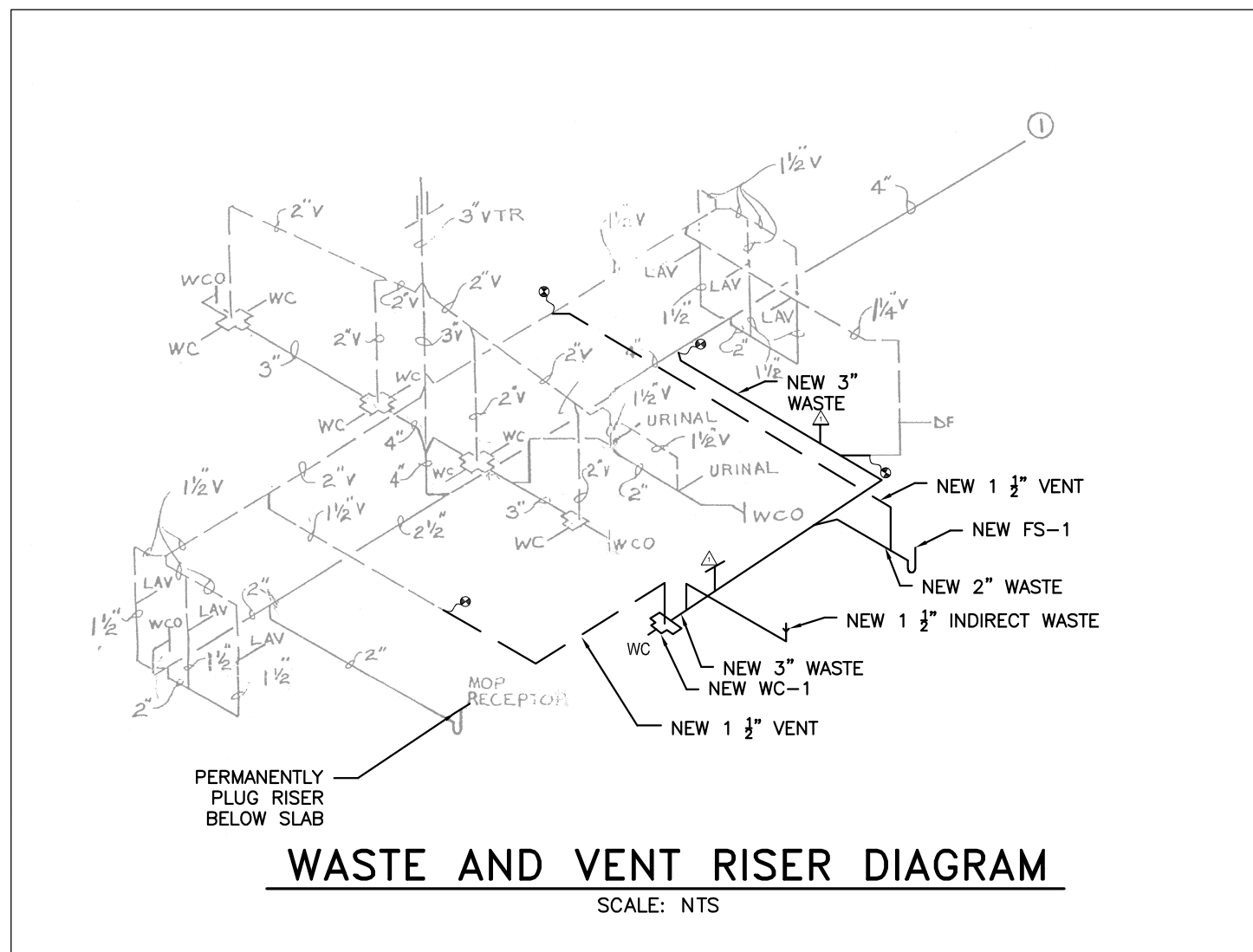
PLUMBING/HVAC/ELECTRICAL LEGEND

SYMBOLS



ABBREVIATIONS

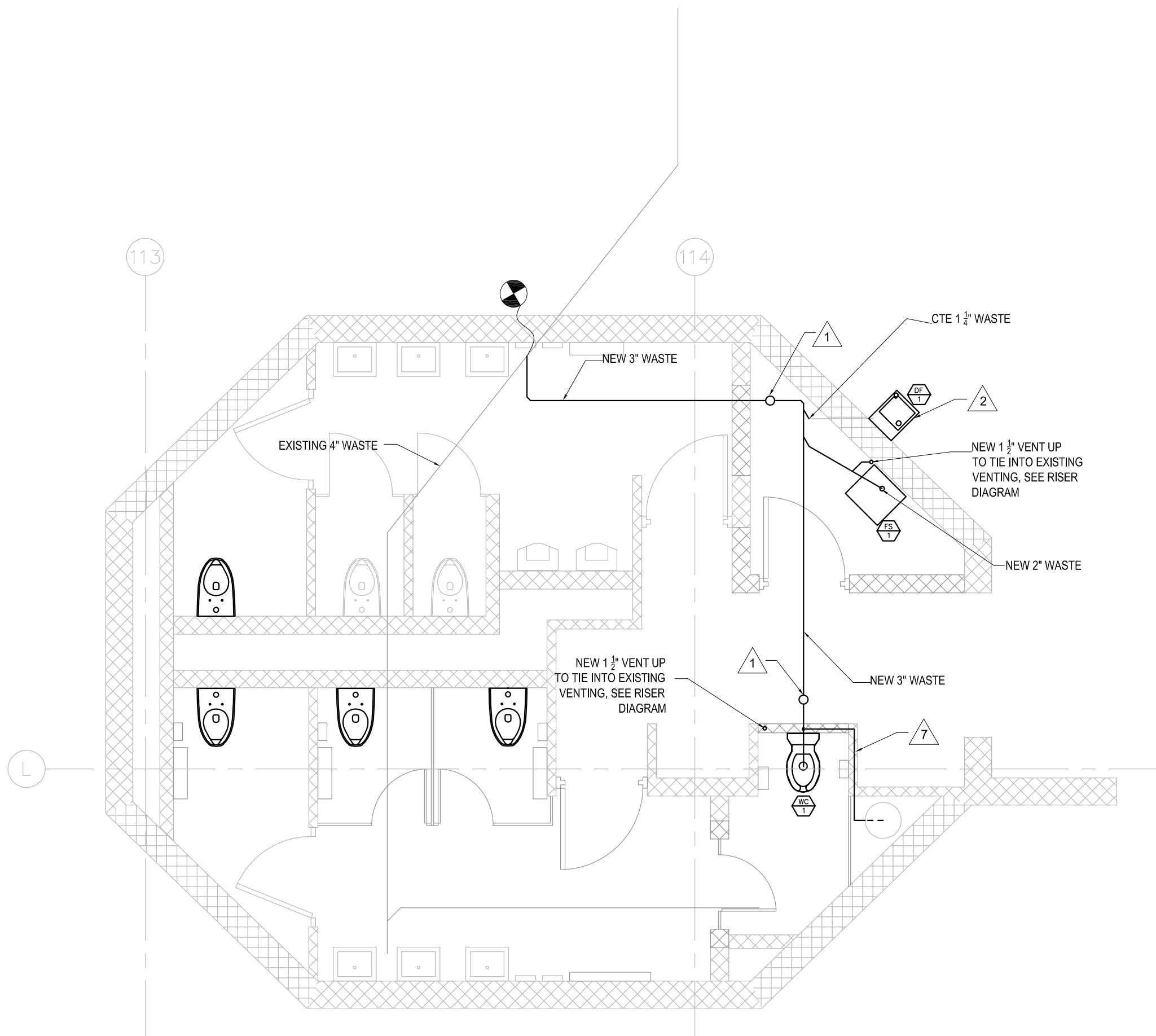
AFT ABOVE FINISHED FLOOR
ATC AUTOMATIC TEMPERATURE CONTROL
BD BACKDRAFT DAMPER
CFM CUBIC FEET PER MINUTE
CTE CONNECT TO EXISTING
D DAMPER
DCW DOMESTIC COLD WATER
DDC DIRECT DIGITAL CONTROL
DHW DOMESTIC HOT WATER
DIA DIAMETER
EA EXHAUST AIR
EF EXHAUST FAN
GC GENERAL CONTRACTOR
GPF GALLON PER FLUSH
HVAC HEATING, VENTILATING AND AIR CONDITIONING
HWR HOT WATER RETURN
HWS HOT WATER SUPPLY
L LOUVER
MAX MAXIMUM
MBH 1000 BTU/HR.
MIN MINIMUM
M MOTOR OPERATED DAMPER
MUA MAKE UP AIR
NTS NOT TO SCALE
OA OUTSIDE AIR
RA RETURN AIR
RD ROOF DRAIN
(REL.) RELOCATED
SA SUPPLY AIR
SF SUPPLY FAN
SS STAINLESS STEEL
S SUPPLY TERMINAL
TD TRANSFER GRILLE
TYP TYPICAL
UH UNIT HEATER
VD MANUAL VOLUME DAMPER



Plumbing Fixture Schedule						
Tag	Fixture	Sanitary Connection Size (in)	Vent Connection Size (in)	Potable Water Connection Size (in)	Manufacturer	Model
WC-1	Toilet	3"	1 1/2"	1 1/2"	Kohler (or equal)	K-4406 (or equal)
WC-2	Toilet	CTE	CTE	CTE	Kohler (or equal)	K-4330 (or equal)
DF-1	Drinking Fountain	CTE	CTE	CTE	Elkay (or equal)	EDFP214RC
FS-1	Floor Sink	3"	1 1/2"	1/2"	Fiat (or equal)	MSB-2424 (or equal)

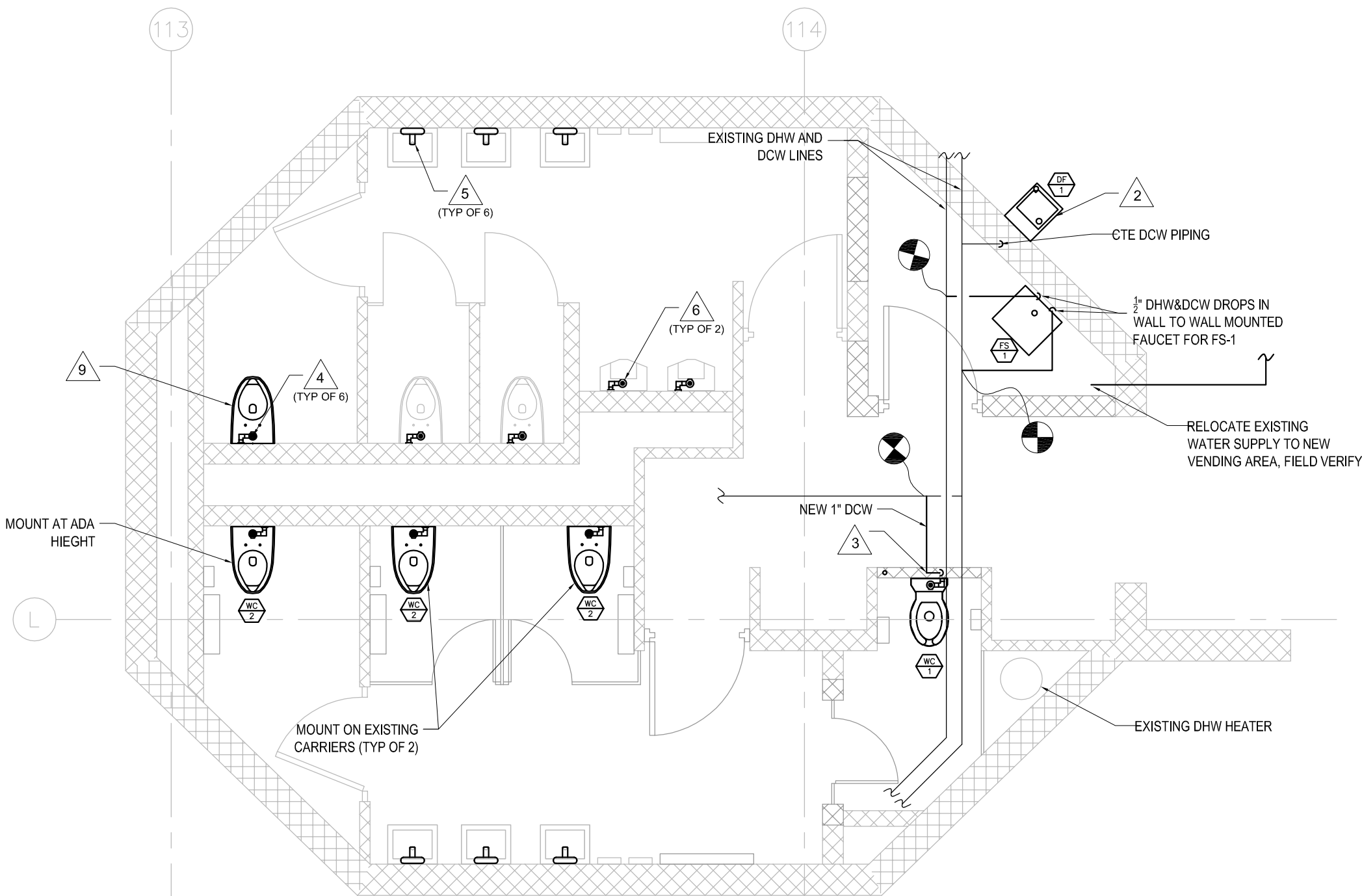
Notes:

- 1) Install per manufacturer's recommendations, color to be selected by CBL.
- 2) Provide Open front seat, Lustra K-4670 or equal.
- 3) Provide wall mounting bracket for rigidly mounting to CMU wall.
- 4) Provide wall mounted faucet (Fiat 830 AA or equal).
- 5) See Structural Plans for notes on mounting.



WASTE AND VENT PLAN

SCALE: 1/4" = 1'-0"



DOMESTIC WATER DISTRIBUTION PLAN

SCALE: 1/4" = 1'-0"

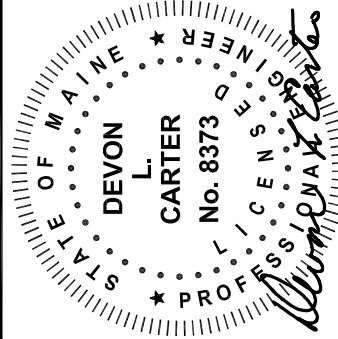
PLUMBING PLAN

CASCO BAY LINES
56 COMMERCIAL STREET
PORTLAND, MAINE

BATHROOM MODIFICATIONS

JOB NO.: 203819.02
DATE: JUNE 1, 2008
SCALE: AS NOTED
SHEET: 4 OF 4

MEP-02

41 HUTCHINS DRIVE
PORTLAND, MAINE 04102
800.426.4262 | www.woodardcurran.comWOODARD
& CURRANCOMMITMENT & INTEGRITY DRIVE RESULTS
THIS DOCUMENT IS THE PROPERTY OF WOODARD & CURRAN, INC. AND ITS CLIENT.
IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSES SPECIFIED HEREIN.ISSUED FOR BIDDING
DATE: 06/01/08
CHECKED BY: CC
DESIGNED BY: AM
DRAWN BY: DMB
203819-MEP01-00.dwg

