Service & Construction

Snowplowing and Ice Control

Route 161

St. Francis
&
Allagash Plantation

Section(s) of Highway:

Section No. R5-13161P3: Route 161 from the St. John Plantation/St. Francis town line (MP 67.96) and extending South Westerly to the Carney Road (MP 82.93) for a total distance of 14.97 centerline miles (29.94 lane miles).

2013

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.

2. The following are to be completed and returned with the bid:

    a. A copy of the Notice to Contractors
    b. the completed Acknowledgement of Bid Amendments form
    c. the completed and signed Bid for Snow Plowing and Ice Control form
    d. two (2) copies of the completed and signed Contract for Snow Plowing and Ice Control form
    e. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening

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

    Bid Enclosed - Do Not Open
    Title:
    Town:
    Date of 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
    Title:
    Town:
    Date of Bid Opening:
    Name of Contractor:

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

    Bid Enclosed: Do Not Open
    Title:
    Town:
    Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

5. 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 Specification, Revision of December 2002.

January 19, 2012
Supersedes September 09, 2011

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 an optional 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 David Venner 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 Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

Bidders:

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

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

_____

_____

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_____

_____

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_____

Request by: _____ **Phone: (_____)**_____
Bid Date: _____ **Fax: (_____)**_____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response:_____

_____

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Response By:_____ Date: _____

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/venbid/index.shtml

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **SNOW PLOWING AND ICE CONTROL, ST. FRANCIS & ALLAGASH PLANTATION**" on the section of highway listed below will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on October 16, 2013 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

> **Section No. R5-13161P3:** Route 161 from the St. John Plantation/St. Francis town line (MP 67.96) and extending South Westerly to the Carney Road (MP 82.93) for a total distance of 14.97 centerline miles (29.94 lane miles).

The initial term of this contract is for three years, beginning October 15 and ending May 1 of each year, beginning on October 1, 2013 and ending on May 1, 2016. The contract term may be extended for up to three additional years on the same terms by mutual agreement as provided by the Contract.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractors/ contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Brian Burne** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms are available at http://www.maine.gov/mdot/contractors/. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Presque Isle. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

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

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price $10 [$13 by mail], and Standard Details, Revision of December 2002, price $20 [$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at http://www.maine.gov/mdot/contractors/publications/ .

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
September 25, 2013

BRIAN BURNE
Highway Maintenance Engineer
Bureau of Maintenance & Operations

St. Francis & Allgash Plantation
Route 161
Snow Plowing & Ice Control
April 14, 2011
Supersedes August 3, 2004

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at http://www.maine.gov/mdot/contractors/ . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

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

CONTRACTOR

_____ _____
Date Signature of authorized representative

_____
(Name and Title Printed)

BID FOR SNOW PLOWING & ICE CONTROL

BIDDER INFORMATION

Bidder: _____ _____
Bidder Name — Bidder Contact Person

_____ _____
Bidder Street Address or P.O. Box — Bidder Telephone Number

_____ _____
Bidder City, State, ZIP — Bidder Tax I.D. # (Vendor Customer Number)

_____
Bidder Email address

The Bidder is organized under the laws of the State of ☐ Maine ☐ Other *[check one]*
(State, if Other: _____) as the following type of business organization.

( ) individual ( ) corporation ( ) partnership
( ) limited liability company ( ) joint venture ( ) other: _____

OFFER

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the Contract for Snow Removal (hereinafter "Contract") for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the entire section (s) of highway listed below:

> **Section No. R5-13161P3:** Route 161 from the St. John Plantation/St. Francis town line (MP 67.96) and extending South Westerly to the Carney Road (MP 82.93) for a total distance of 14.97 centerline miles (29.94 lane miles).

The work shall be accomplished using anti-icing strategies, which consist of using calibrated equipment to spread salt early in the storm, and as necessary throughout, to prevent snow and ice from bonding to the pavement. Winter sand is used on occasion to address spot locations and to treat the roads when pavement temperatures are below 15 degrees F.

The Bidder offers to do this work, for the initial year of the contract, for the Base Lump Sum price of:

_____ dollars ($ _____),
(lump sum price in words) (lump sum price in numerals)

This price is the total price for the entire highway section, for the first season of the Contract. Each additional season will be at a rate equal to the Base Lump Sum price, plus an annual escalation factor as specified in the Contract.

The Bidder further offers and agrees that the equipment described below will be available for this work, plus any additional equipment that may be necessary to perform this contract. Please list year, make, model and size of trucks and loaders, size and type of plows, and size and type of spreader equipment below. Use a separate sheet as necessary.

Remarks concerning above equipment:

Sand and Salt Storage:

The sand and salt used in the course of performing the work required by the Contract is proposed to be stored at the following location:

Town: _____

Street address: _____

This location ☐ IS ☐ IS NOT a site that is presently approved by the Maine D.E.P.

This location ☐ HAS ☐ DOES NOT HAVE indoor storage for all sand and salt materials.

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 and signed Bid for Snow Plowing and Ice Control form, two copies of the completed and signed Contract for Snow Plowing and Ice Control form and any other Certifications or Bid Requirements listed in the Bid Book."

By signing below, the Bidder (1) represents that the Bidder has examined the "Contract for Snow Plowing & Ice Control", all documents referenced in said Contract, and the section of highway referenced above such that the Bidder has sufficient knowledge to properly price the work, (2) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, and (3) agrees to perform the work in strict accordance with the terms and conditions of the Contract.

_____
Authorized Signature of Bidder

_____
[Name & Title of Person Signing - Printed or Typed]

CONTRACT FOR SNOW PLOWING & ICE CONTROL

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation ("Department" or "MaineDOT"), an

Agency of State Government and _____

Of _____("Contractor").

In consideration of the mutual covenants herein, the parties agree as follows.

1. <u>The Work.</u> Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), treat the roads, control ice, (whether naturally occurring or manmade) ensure water can get off of the road to any ditches or drainage structures blocked by snow or ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same ("the Work") on the sections of highway listed below ("the Work Area").

> **<u>Section No. R5-13161P3:</u>** Route 161 from the St. John Plantation/St. Francis town line (MP 67.96) and extending South Westerly to the Carney Road (MP 82.93) for a total distance of 14.97 centerline miles (29.94 lane miles).

2. <u>Term of Contract.</u> The initial term of the contract is for three (3) years, from October 15 of each year (hereinafter "Winter Season"), beginning on October 15, 2013 and ending on May 1, 2016. The parties may mutually agree to extend this Contract for up to three additional years on an annual basis and under all of the terms of this Contract. The parties will mutually agree by July 1 each year if the Contract is to be extended for the upcoming winter. The

3. <u>Price and Payment</u>. The Department agrees to pay the Contractor the *Base Lump Sum*

payment of _____

($_____) each season, for all work conforming to the terms of this Contract. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the *Base Lump Sum*. Each Winter Season's total payment shall be made in six installments as specified below:

15% of the total price on **December 1**
15% of the total price on **January 1**
30% of the total price on **February 1**
20% of the total price on **March 1**
10% of the total price on **April 1**
10% of the total price on **May 1**

4. **Insurance, Performance and Payment Bonds.** The Contractor shall provide insurance certificates conforming to this Contract **prior to award and prior to October 1** of each subsequent year. Each Winter Season's initial payment will be contingent upon the Department having this information on file. Performance and Payment Bonds and Bid guarantee are not required for this contract.

5. **Contract.** This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Bid For Snow Plowing & Ice Removal, Appendices, Special Provisions, Tables, Attachments and Contract for Snow Plowing & Ice Control. It is agreed and understood that this Contract will be governed by the documents listed above.

6. **Department's Representative.** The Department's Representative shall be the Region Superintendent of Operations, or designee, of the MaineDOT Region office having jurisdiction over the contract area. For this contract, the Region Superintendent of Operations may be contacted at the following:

MaineDOT Region 5
41 Rice Street
Presque Isle, ME 04769
(207) 764-2060

7. **Work Standards**

a) The Contractor shall have a working knowledge of anti-icing strategies for minimizing and preventing the bonding of snow and ice to the pavement surface. The Contractor shall utilize electronically controlled calibrated spreading equipment to responsibly and effectively implement the anti-icing strategies. Information on anti-icing may be found at the MaineDOT web site as follows:

http://www.maine.gov/mdot/winterdriving/uai.htm
http://www.maine.gov/mdot/winterdriving/ri.htm

b) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Snow will be plowed and salt or sand will be used as needed during the storm to keep the roads open to traffic, to prevent bonding of snow and ice, and to provide a good surface upon which to operate. After the storm, one-third bare pavement, in the middle of the road, will be provided as soon as practical. In most cases, this will occur within twenty-four (24) hours. The suggested maximum travel speed during the storm for Priority 3 roads is 35 M.P.H. During a winter storm event, average cycle times for the plows will be between 1½ to 2 hours. Between the hours of 10:00 P.M. and 4:00 A.M, average cycle times for the plows may double depending upon the type of storm. The average plow route length for this class of road is approximately 14 centerline miles and the average salt allotment is 11 tons per lane mile.

c) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors, as well as other plow routes in the same geographic area that have the same corridor priority (the Department's Representative may be contacted for clarification of which roads in the area share a similar priority level). The Contractor shall also ensure that the speed of

their plowing operations are low enough to produce efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to State and personal property adjacent to the highway (such as guardrail, curbing and mailboxes, etc.). See appendix A, Part 24

d) At any time the contractor is out to check and/or treat the roads, the contractor shall contact the Region Office/radio room at 207-764-2060 to notify the region of the conditions and the actions the contractor is taking. Similarly, when the contractor has completed their operations they shall report to the Region radio room when they are done and off the road. The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. The phone number(s) shall be provided to the Department and updated as necessary. The Contractor's equipment shall also be equipped with communication devices that will allow the Contractor to promptly get a message to personnel.

e) The Contractor shall promptly address any specific areas identified by the Department's Representative as having not been sufficiently treated to provide reasonably safe travel conditions. Such areas may require removal of snow pack, applications of winter sand or salt, or additional pushing back of snow banks. Such work shall be incidental to the contract. Should the Contractor fail to respond to any identified hazards within a reasonable period of time, the Department may address the areas of concern and withhold the costs incurred from the Contractor's payment.

8. <u>Equipment Requirements.</u> The Contractor must furnish a sufficient number of plow trucks, having a gross vehicle weight rating or registered weight of 26,001 pounds or greater. In accordance with law, all such trucks shall meet all State registration and inspection laws, and only be operated by persons having a valid CDL license. Trucks shall be outfitted with plows/wings with material spreaders (electronically controlled are preferred but not mandatory) that are properly calibrated to ensure accurate application and accounting of materials. All trucks, plows, loaders, and spreader systems shall be identified in the "Bid for Snow Plowing & Ice Control" document, and all equipment is subject to the Department's approval, both prior to the initial award of the contract and at any time prior to or during any Winter Season. Failure to provide equipment that the Department deems sufficient to reliably and safely meet the terms of this contract shall be grounds for contract termination. The contractor shall have a spare plow truck within 15 miles of the center of the contract area in case of a breakdown during a storm.

9. <u>Facility Requirements.</u>

a) The Contractor shall specify the intended location of the salt and winter sand (salted sand) stockpiles that will be used in the course of fulfilling this Contract. Prior to **September 1** of each subsequent year that the contract is effective, the Contractor must also specify whether the location of any stockpiles will change. The Contractor further agrees that all stockpiles will be in compliance with all local, state, and federal rules, regulations and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles, located at:

(http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm).

If the contractor does not have a Maine DEP approved stockpile site, it must be stated in the submittal and the Department will discuss potential options with the apparent low bidder. If the bidder is ultimately unsuccessful in obtaining a suitable location

for salt and winter sand stockpiles, this shall be grounds for dismissal of the bid. The Contractor agrees to indemnify the Department for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.

b) Equipment and stockpiles of winter sand and salt shall be so located as to permit minimum travel time to critical areas and deadheading for reloading to maintain level-of-service and cycle times. The maximum distance between stockpiles shall be twenty (20) miles and equipment shall be located within a 10-mile radius of the Work Area.

c) Contractor agrees to have salt and winter sand stockpiles available by October 1st of each year that this contract is in effect. Failure to do so may be grounds to terminate the contract.

10. <u>Sand & Salt Requirements.</u>

a) The Contractor agrees to provide sufficient salt and winter sand for operations required by this agreement. The Department is salt priority, and sand should only be used as a temporary traction device when pavement temperatures are below 15 degrees Fahrenheit. The use of sand will need the approval of the Department. The Department estimates that the following approximate quantities of materials will be required to address a typical winter season:

Salt: 350 tons

Winter Sand: 250 cubic yards

Liquid chlorides: 3500 gallons. (If applicable)

b) Maximum gradation of sand shall be **½ inch**, and all sand will be screened to that size prior to use on the highway.

c) The Contractor must mix between **80-120 pounds of salt** with each cubic yard of sand before the sand is stockpiled. A reference guide for mixing may be found at the following link:
http://www.maine.gov/mdot/csd/mlrc/technical/winterplowsand/cq.htm

d) When making applications of pure salt, or sand when necessary, the Contractor shall do so in such a manner to avoid the application of excessive quantities. In most cases, application rates shall be in accordance with the rates specified in Attachment B.

e) The Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra materials to such locations as necessary. Plow blades shall be raised sufficiently at railroad crossings to prevent striking the rail tracks. Excessive residue of snow on the tracks, as determined by the Department, shall be removed by hand if necessary. Should any rail tracks be hit during plowing operations, the owner of the rail line shall be called immediately to inspect the tracks and Department's representative shall also be notified. All work around railroad tracks shall follow the rail owner's requirements.

f) **<u>The Contractor shall record the total material quantities used at the end of each storm event with the number of applications and rates in performing the Work and report those quantities to the Department's Representativeon on a weekly</u>**

basis. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season:

MaineDOT
Bureau of Maintenance & Operations
Highway Maintenance Engineer
16 State House Station
Augusta, ME 04333
Fax: (207) 629-0424

11. Purchase of Materials. At the Department's sole discretion, and with consideration of material availability and past material purchase coordination with the Contractor, the Contractor may be offered the opportunity to purchase salt, plow blades, winter sand, or liquid chlorides through the Department at current contract rates (where applicable). When authorized, the materials may be ordered through the Department's Representative, or designee, and the cost will be deducted from the Contractor's next regular contract payment, billed directly, or billed as otherwise agreed, at the Department's option.

12. 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, covenant, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	*Signature*
	_____
	Printed Name
	_____
	Title

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	Brian T. Burne Highway Maintenance Engineer Bureau of Maintenance & Operations

CONTRACT FOR SNOW PLOWING & ICE CONTROL

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation ("Department" or "MaineDOT"), an

Agency of State Government and _____

Of _____("Contractor").

In consideration of the mutual covenants herein, the parties agree as follows.

1. <u>The Work.</u> Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), treat the roads, control ice, (whether naturally occurring or manmade) ensure water can get off of the road to any ditches or drainage structures blocked by snow or ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same ("the Work") on the sections of highway listed below ("the Work Area").

> **<u>Section No. R5-13161P3:</u>** Route 161 from the St. John Plantation/St. Francis town line (MP 67.96) and extending South Westerly to the Carney Road (MP 82.93) for a total distance of 14.97 centerline miles (29.94 lane miles).

2. <u>Term of Contract.</u> The initial term of the contract is for three (3) years, from October 15 of each year (hereinafter "Winter Season"), beginning on October 15, 2013 and ending on May 1, 2016. The parties may mutually agree to extend this Contract for up to three additional years on an annual basis and under all of the terms of this Contract. The parties will mutually agree by July 1 each year if the Contract is to be extended for the upcoming winter. The

3. <u>Price and Payment</u>. The Department agrees to pay the Contractor the *Base Lump Sum*

payment of _____

($_____) each season, for all work conforming to the terms of this Contract. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the *Base Lump Sum*. Each Winter Season's total payment shall be made in six installments as specified below:

15% of the total price on **December 1**
15% of the total price on **January 1**
30% of the total price on **February 1**
20% of the total price on **March 1**
10% of the total price on **April 1**
10% of the total price on **May 1**

4. **Insurance, Performance and Payment Bonds.** The Contractor shall provide insurance certificates conforming to this Contract **prior to award and prior to October 1** of each subsequent year. Each Winter Season's initial payment will be contingent upon the Department having this information on file. Performance and Payment Bonds and Bid guarantee are not required for this contract.

5. **Contract.** This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Bid For Snow Plowing & Ice Removal, Appendices, Special Provisions, Tables, Attachments and Contract for Snow Plowing & Ice Control. It is agreed and understood that this Contract will be governed by the documents listed above.

6. **Department's Representative.** The Department's Representative shall be the Region Superintendent of Operations, or designee, of the MaineDOT Region office having jurisdiction over the contract area. For this contract, the Region Superintendent of Operations may be contacted at the following:

MaineDOT Region 5
41 Rice Street
Presque Isle, ME 04769
(207) 764-2060

7. **Work Standards**

a) The Contractor shall have a working knowledge of anti-icing strategies for minimizing and preventing the bonding of snow and ice to the pavement surface. The Contractor shall utilize electronically controlled calibrated spreading equipment to responsibly and effectively implement the anti-icing strategies. Information on anti-icing may be found at the MaineDOT web site as follows:

http://www.maine.gov/mdot/winterdriving/uai.htm
http://www.maine.gov/mdot/winterdriving/ri.htm

b) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Snow will be plowed and salt or sand will be used as needed during the storm to keep the roads open to traffic, to prevent bonding of snow and ice, and to provide a good surface upon which to operate. After the storm, one-third bare pavement, in the middle of the road, will be provided as soon as practical. In most cases, this will occur within twenty-four (24) hours. The suggested maximum travel speed during the storm for Priority 3 roads is 35 M.P.H. During a winter storm event, average cycle times for the plows will be between 1½ to 2 hours. Between the hours of 10:00 P.M. and 4:00 A.M, average cycle times for the plows may double depending upon the type of storm. The average plow route length for this class of road is approximately 14 centerline miles and the average salt allotment is 11 tons per lane mile.

c) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors, as well as other plow routes in the same geographic area that have the same corridor priority (the Department's Representative may be contacted for clarification of which roads in the area share a similar priority level). The Contractor shall also ensure that the speed of

their plowing operations are low enough to produce efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to State and personal property adjacent to the highway (such as guardrail, curbing and mailboxes, etc.). See appendix A, Part 24

d) At any time the contractor is out to check and/or treat the roads, the contractor shall contact the Region Office/radio room at 207-764-2060 to notify the region of the conditions and the actions the contractor is taking. Similarly, when the contractor has completed their operations they shall report to the Region radio room when they are done and off the road. The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. The phone number(s) shall be provided to the Department and updated as necessary. The Contractor's equipment shall also be equipped with communication devices that will allow the Contractor to promptly get a message to personnel.

e) The Contractor shall promptly address any specific areas identified by the Department's Representative as having not been sufficiently treated to provide reasonably safe travel conditions. Such areas may require removal of snow pack, applications of winter sand or salt, or additional pushing back of snow banks. Such work shall be incidental to the contract. Should the Contractor fail to respond to any identified hazards within a reasonable period of time, the Department may address the areas of concern and withhold the costs incurred from the Contractor's payment.

8. <u>Equipment Requirements.</u> The Contractor must furnish a sufficient number of plow trucks, having a gross vehicle weight rating or registered weight of 26,001 pounds or greater. In accordance with law, all such trucks shall meet all State registration and inspection laws, and only be operated by persons having a valid CDL license. Trucks shall be outfitted with plows/wings with material spreaders (electronically controlled are preferred but not mandatory) that are properly calibrated to ensure accurate application and accounting of materials. All trucks, plows, loaders, and spreader systems shall be identified in the "Bid for Snow Plowing & Ice Control" document, and all equipment is subject to the Department's approval, both prior to the initial award of the contract and at any time prior to or during any Winter Season. Failure to provide equipment that the Department deems sufficient to reliably and safely meet the terms of this contract shall be grounds for contract termination. The contractor shall have a spare plow truck within 15 miles of the center of the contract area in case of a breakdown during a storm.

9. <u>Facility Requirements.</u>

a) The Contractor shall specify the intended location of the salt and winter sand (salted sand) stockpiles that will be used in the course of fulfilling this Contract. Prior to **September 1** of each subsequent year that the contract is effective, the Contractor must also specify whether the location of any stockpiles will change. The Contractor further agrees that all stockpiles will be in compliance with all local, state, and federal rules, regulations and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles, located at:

(http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm).

If the contractor does not have a Maine DEP approved stockpile site, it must be stated in the submittal and the Department will discuss potential options with the apparent low bidder. If the bidder is ultimately unsuccessful in obtaining a suitable location

for salt and winter sand stockpiles, this shall be grounds for dismissal of the bid. The Contractor agrees to indemnify the Department for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.

b) Equipment and stockpiles of winter sand and salt shall be so located as to permit minimum travel time to critical areas and deadheading for reloading to maintain level-of-service and cycle times. The maximum distance between stockpiles shall be twenty (20) miles and equipment shall be located within a 10-mile radius of the Work Area.

c) Contractor agrees to have salt and winter sand stockpiles available by October 1st of each year that this contract is in effect. Failure to do so may be grounds to terminate the contract.

10. <u>Sand & Salt Requirements.</u>

a) The Contractor agrees to provide sufficient salt and winter sand for operations required by this agreement. The Department is salt priority, and sand should only be used as a temporary traction device when pavement temperatures are below 15 degrees Fahrenheit. The use of sand will need the approval of the Department. The Department estimates that the following approximate quantities of materials will be required to address a typical winter season:

Salt: 350 tons

Winter Sand: 250 cubic yards

Liquid chlorides: 3500 gallons. (If applicable)

b) Maximum gradation of sand shall be **½ inch**, and all sand will be screened to that size prior to use on the highway.

c) The Contractor must mix between **80-120 pounds of salt** with each cubic yard of sand before the sand is stockpiled. A reference guide for mixing may be found at the following link:
http://www.maine.gov/mdot/csd/mlrc/technical/winterplowsand/cq.htm

d) When making applications of pure salt, or sand when necessary, the Contractor shall do so in such a manner to avoid the application of excessive quantities. In most cases, application rates shall be in accordance with the rates specified in Attachment B.

e) The Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra materials to such locations as necessary. Plow blades shall be raised sufficiently at railroad crossings to prevent striking the rail tracks. Excessive residue of snow on the tracks, as determined by the Department, shall be removed by hand if necessary. Should any rail tracks be hit during plowing operations, the owner of the rail line shall be called immediately to inspect the tracks and Department's representative shall also be notified. All work around railroad tracks shall follow the rail owner's requirements.

f) **<u>The Contractor shall record the total material quantities used at the end of each storm event with the number of applications and rates in performing the Work and report those quantities to the Department's Representativeon on a weekly</u>**

basis. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season:

MaineDOT
Bureau of Maintenance & Operations
Highway Maintenance Engineer
16 State House Station
Augusta, ME 04333
Fax: (207) 629-0424

11. Purchase of Materials. At the Department's sole discretion, and with consideration of material availability and past material purchase coordination with the Contractor, the Contractor may be offered the opportunity to purchase salt, plow blades, winter sand, or liquid chlorides through the Department at current contract rates (where applicable). When authorized, the materials may be ordered through the Department's Representative, or designee, and the cost will be deducted from the Contractor's next regular contract payment, billed directly, or billed as otherwise agreed, at the Department's option.

12. 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, covenant, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	*Signature*
	_____
	Printed Name
	_____
	Title

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	Brian T. Burne Highway Maintenance Engineer Bureau of Maintenance & Operations

ATTACHMENT A
SPECIAL PROVISIONS
FOR SNOW PLOWING AND ICE CONTROL CONTRACTS

Table of Contents

1. **BENEFITS AND DEDUCTIONS** 2
2. **INDEPENDENT CAPACITY** 2
3. **DEPARTMENT'S REPRESENTATIVE** 2
4. **CHANGES IN THE WORK** 2
5. **SUBCONTRACTS** 2
6. **SUBLETTING, ASSIGNMENT OR TRANSFER** 3
7. **EQUAL EMPLOYMENT OPPORTUNITY** 3
8. **EMPLOYMENT AND PERSONNEL** 4
9. **STATE EMPLOYEES NOT TO BENEFIT** 4
10. **WARRANTY OF NO COLLUSION** 4
11. **RECORDS; ACCESS** 5
12. **TERMINATION** 5
13. **GOVERNMENTAL REQUIREMENTS** 6
14. **GOVERNING LAW** 6
15. **STATE HELD HARMLESS** 6
16. **NOTICE OF CLAIMS** 7
17. **INSURANCE** 7
18. **PERFORMANCE AND PAYMENT BONDS** 7
19. **SEVERABILITY** 8
20. **INTEGRATION** 8
21. **FORCE MAJEURE** 8
22. **SET-OFF RIGHTS** 8
23. **WORKERS AND EQUIPMENT** 9
24. **PROPERTY DAMAGE** 9
25. **HEALTH AND SAFETY** 9
26. **ENVIRONMENTAL REQUIREMENTS** 10
27. **MATERIAL QUALITY** 10
28. **PAYMENT** 10
29. **NOTICE REQUIRED** 10
30. **ENTIRE CONTRACT** 11

1. **BENEFITS AND DEDUCTIONS**

If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

2. **INDEPENDENT CAPACITY**

In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

3. **DEPARTMENT'S REPRESENTATIVE**

The Department's Representative has authority to curtail services if necessary to ensure proper execution of the Contract, to take actions needed to assure that the Contractor's Work conforms with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work and to reduce or suspend Progress and Final Payments. Unless authorized by the Department's Representative, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract.

The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

All correspondence and related submissions from the Contractor shall be submitted to the Department's Representative who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

4. **CHANGES IN THE WORK**

The Department may increase or decrease asset locations or size thereof from those shown in the Bid Documents, the Contract Amount being adjusted accordingly. Any changes to the Contract that affect compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for servicing actual asset locations at the Prices contained in the Contractor's Proposal. The Contractor accepts such payment as full and complete compensation.

5. **SUBCONTRACTS**

The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Department. The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the

pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontrator. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

6. **SUBLETTING, ASSIGNMENT OR TRANSFER**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of the Contract shall in any case release the Contractor of its liability under this Contract.

7. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of $50,000 shall also pursue in good faith affirmative action programs.

g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. **EMPLOYMENT AND PERSONNEL**

The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis pursuant to this Contract any personnel who are or have been at any time during the period of this Contract in the employ of the State of Maine, except regularly retired employees, without the written consent of the Department. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of MaineDOT who has not been retired for at least one year without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **STATE EMPLOYEES NOT TO BENEFIT**

No individual employed by the State of Maine at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or at any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **WARRANTY OF NO COLLUSION**

The Bidder hereby certifies that it has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of competitive bidding in connection with this Contract. For breach or violation of this warranty, MaineDOT shall have the right to annul this Contract without liability. Further, MaineDOT shall have the right to recover the full amount of such fee, commission, gift, or the value of consideration that may have been transferred by the Contractor in violation of this clause.

11. **RECORDS; ACCESS**

The Contractor and its subcontractors shall maintain all books, documents, payrolls, papers, accounting records and information of any type on any medium ("Project Records") that pertain to this Contract for such period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Upon request by MaineDOT, the Contractor and its subcontractors shall make Project Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

12. **TERMINATION**

Notwithstanding any other provision of this Contract, the Department, in its sole discretion, may terminate this Contract if the Contractor and/or the Surety:

i. fails to begin the work as required by the Contract;

ii. fails to perform the work with sufficient workers and equipment or materials to meets the terms of the Contract;

iii. discontinues the prosecution of the work;

iv. fails to resume work which has been discontinued within a reasonable time after notice to do so;

v. subcontracts any of the work without the approval of the Department;

vi. becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Department; or

vii. fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Department;

viii. fails to perform the Work in a satisfactory manner as determined solely by the Department.

The Department may remedy such noncompliance with Departmental or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor. Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Department, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

The Department may also terminate this Contract for reasons beyond the control of the Contractor, which shall be considered terminations for convenience.

Such reason would include non-appropriation of funds by the Maine legislature. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience. In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

13. **GOVERNMENTAL REQUIREMENTS**

The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.

14. **GOVERNING LAW**

This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

15. **STATE HELD HARMLESS**

The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Claims to which this indemnification applies include, but are not limited to, the following: (i) claims suffered or incurred by any Contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as Department employees.

16. **NOTICE OF CLAIMS**

The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

17. **INSURANCE**

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

Workers' Compensation For all Work performed by the Contractor and any subcontractor, the Contractor and each subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Commercial General Liability With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than $400,000.00 per occurrence and $2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The policy shall name the Department of Transportation as an additional insured.

Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be $400,000.00 per occurrence. The policy shall name the Department of Transportation as an additional insured.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

18. **PERFORMANCE AND PAYMENT BONDS**

The performance and payment bonds are required if the annual payment amount of this Contract is greater than, or becomes greater than (through annual adjustments), $100,000. If required, said bonds must be in the amount of 100% of the contract

price and must procured from a company that is (1) 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 (2) 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". The bonds must be payable to the "Treasurer - State of Maine" and must be on the Department's forms (or exact copies thereof) or must not contain any significant variations from said forms as determined in the sole discretion of the Department. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the Contract documents, including those related to the Department's self-help remedy provided in Contract.

19. **SEVERABILITY**

The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. **INTEGRATION**

All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority:

a. Contract for Snowplowing and Ice Control
b. Bid Amendments (most recent to least recent)
c. Bid for Snowplowing and Ice Control
d. Appendices in alphabetical order.
e. Special Provisions
f. The Department's Notice to Contractors and any amendments
g. State of Maine, Department of Transportation, Standard Specifications, Revision of Dec. 2002 as updated through advertisement, Sections 101, 102, 103 and 111.

21. **FORCE MAJEURE**

The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

22. **SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT's right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

23. **WORKERS AND EQUIPMENT**

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Contract Administrator. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Contract Administrator may suspend the Work by written notice until such orders are complied with.

24. **PROPERTY DAMAGE**

The Contractor shall be responsible for all damage to any public or private property resulting from any act, omission, neglect, or misconduct of the Contractor. This includes, but is not limited to, damage to mailboxes, vehicles, guardrail, signs, delineators, highway lighting, and utility poles. The Contractor shall immediately notify any affected entity, including Public Safety if necessary or required by law, upon causing any such damage and shall make arrangements with the owner to repair the damage. If property owned by the Department is damaged by the Contractor, the Department, at its option, may choose to repair or replace the damaged property with either its own forces or with Contracted forces, and all costs will be either directly billed to the Contractor or deducted from amounts otherwise due the Contractor.

25. **HEALTH AND SAFETY**

The Contractor shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA.

26. **ENVIRONMENTAL REQUIREMENTS**

If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

27. **MATERIAL QUALITY**

Materials incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract.

28. **PAYMENT**

Right to Withhold Payments The Department may withhold payments claimed by the Contractor on account of:

A. Defective Work,
B. Damages for Non-conforming Work,
C. Damage to a third party,
D. Claims filed or reasonable evidence indicating probable filing of claims,
E. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
F. Regulatory non-compliance or enforcement,
G. All other causes that the Department reasonably determines negatively affect the State's interest.

Taxes, Fees, Allowances, and Notices The Contractor shall pay all taxes, charges, fees, and allowances and give all notices necessary and incidental to the due and lawful prosecution of the Work. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract.

Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax located at 36 M.R.S.A. §1760, subsections (2) and (61).

29. **NOTICE REQUIRED**

When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Contract Administrator

within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to Contract requirements without a timely Notice of Issue for Consideration.

30. **ENTIRE CONTRACT**

This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

MaineDOT Salt Application Quick-Reference Chart (2010)

(Double these rates for centerline applications**)**

Pavement Temp. Range	Application Rate (#/LM)	Pre-wet Material	Comments
Above 32°	**0 to 100**	Salt Brine or Blend	A little salt goes a long way when temperatures are near freezing
25° to 32°	**100 to 200**	Salt Brine or Blend	Salt is very effective here. Pre-wetting with a blend will allow lower application rates.
20° to 25°	**200 to 300**	Salt Brine, Ice-B-Gone, or Blend	Salt effectiveness is dropping off in this range. A Blend or straight IBG will help.
15° to 20°	**300 to 400**	Ice-B-Gone or Blend	Pre-wetting is especially important. Your liquids will provide the extra boost needed.
15° or Below	Snow is usually dry and blowing in this range. If no ice or pack exists, plow only. DO NOT APPLY		If necessary, Spot treat icy patches with abrasives. If glazing occurs on high-volume, high-speed, P1 corridors, sand will not last and higher salt applications, with Ice-B-Gone pre-wetting, will be necessary.

General Notes:

(1) Application rates should be on the lower end when temperatures are on the higher side of the range or remaining steady. Falling temperatures, and temperatures on the lower side of the range, will require applications on the higher side, and possibly in the next range if dropping rapidly.

(2) High-volume, Priority 1 corridors will often require an additional 50#/LM

(3) In any of the ranges, if the snow is dry and blowing off of the roadway, avoid application.

(4) Pre-wetting under wet storm conditions is not required. In cases where the only pre-wetting liquid available is a high-performance chemical (i.e. Ice-B-Gone), it is better to save those products for the drier and colder conditions.

Application Rates vs. Miles You Can Treat

	Application Rate (Pounds Per Lane Mile)						
# of Tons	**100**	**150**	**200**	**250**	**300**	**350**	**400**
	Lane Miles You Can Treat						
1	20.0	13.3	10.0	8.0	6.7	5.7	5.0
2	40.0	26.7	20.0	16.0	13.3	11.4	10.0
3	60.0	40.0	30.0	24.0	20.0	17.1	15.0
4	80.0	53.3	40.0	32.0	26.7	22.9	20.0
5	100.0	66.7	50.0	40.0	33.3	28.6	25.0
6	120.0	80.0	60.0	48.0	40.0	34.3	30.0
7	140.0	93.3	70.0	56.0	46.7	40.0	35.0
8	160.0	106.7	80.0	64.0	53.3	45.7	40.0
9	180.0	120.0	90.0	72.0	60.0	51.4	45.0

Attachment C - Material Usage Report
Winter Season 20_____ - 20_____

Location:

Section No. R5-13161P3: Route 161 from the St. John Plantation/St. Francis town line (MP 67.96) and extending South Westerly to the Carney Road (MP 82.93) for a total distance of 14.97 centerline miles (29.94 lane miles).

Storm Dates	Sand Used (CY)	Salt Used (Tons)	Other:_____	Other:_____
Page Total:				

Contractor Signature: _____ Page ___ of ___