

# **METAL ROOFING**

**RANDOLPH  
WALDOBORO  
&  
FAIRFIELD**

**2014**

# **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. two (2) copies of the completed and signed Contract, Offer & Award for State Funded Construction form
  - d. The completed Contractor Information Sheet
  - 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 sent express, 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. <http://www.maine.gov/mdot/mainedotdirections.htm>. 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.

# 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](mailto: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.**

# 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.



## **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> .

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

**Other:** \_\_\_\_\_

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Name and Title Printed)**

**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 **Metal Roofing** in the towns of **RANDOLPH, WALDOBORO & FAIRFIELD**" 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 22, 2014 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.

Description: Randolph & Waldoboro Standing Seam Metal Roofing

Location: Randolph: In Kennebec County, project is located at the MaineDOT Maintenance lot, 72 Birmingham Road, Randolph, ME  
Waldoboro: In Lincoln County, project is located at the MaineDOT Maintenance lot, 1510 Old Route 1, Waldoboro, ME  
Fairfield: In Kennebec County, project is located at the MaineDOT Maintenance Lot, 10 Mountain Avenue, Fairfield, ME

Outline of Work: Furnishing and installing standing seam metal roofing and other incidental work.

**Bidders may bid Section 1 – Randolph & Waldoboro, Section 2 – Fairfield, or Sections 1 and 2.**

**A pre-bid meeting is scheduled for Friday, October 10, 2014 at the Fairfield Site starting at 8:00 A.M., at the Waldoboro site starting at 11:00 A.M, and at the Randolph site starting at 1:30 P.M.**

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, drawings, and bid results. For Project-specific information fax all questions to **Gail Iler** 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 Augusta. 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  
October 1, 2014

  
BRIAN BURNE  
HIGHWAY MAINTENANCE ENGINEER  
BUREAU OF MAINTENANCE & OPERATIONS

**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)

**CONTRACT, OFFER & AWARD**  
**for State Funded Construction**

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 with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (“Contractor”) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Construction

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “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, **Metal Roofing, in Randolph, Waldoboro and Fairfield**, Maine (hereinafter “Work”). 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 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 **June 5, 2015**. The Department may deduct from moneys otherwise due the Contractor, Liquidated Damages, as provided for in Appendix A.

**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 that the amount of this offer is

**Section 1 - Randolph & Waldoboro**

\$ \_\_\_\_\_  
\_\_\_\_\_

**Section 2 - Fairfield**

\$ \_\_\_\_\_  
\_\_\_\_\_.

**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 December 2002, Standard Details Revision of December 2002 as updated through advertisement Sections 101, 102, 103 and 111, 112 Supplemental Specifications, Special Provisions, Appendices and Contract. 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 certifications required or set forth in the Bid, the Bid Documents and the Contract are still complete and accurate as of the date of this Bid.
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 has carefully examined the site of work, Bid Documents, Special Provisions and the other Contract Documents for the Project **Metal Roofing** located in **Randolph, Waldoboro and Fairfield**, Maine described above in Part A and is familiar with the Work necessary to perform the Contract for which this bid is being submitted. The Bidder, does 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 bid in the attached Schedule of Items in ‘Appendix A’.

First: Bidder agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the contract documents or upon a Force Account basis as provided in the State of Maine Department of Transportation, Standard Specifications, Revision of December 2002, Section 109 and as addressed in the contract documents.

Second: Bidder understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract. Bidder further agrees to provide insurance as required by this Contract if this offer is accepted by MaineDOT in writing.

Third: This offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that the Bidder has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, 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 of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

- Section 1 – Randolph & Waldoboro
- Section 2 – Fairfield

**Contract Amount:** \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature )

\_\_\_\_\_  
(Name and Title Printed)

**CONTRACT, OFFER & AWARD**  
**for State Funded Construction**

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 with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (“Contractor”) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Construction

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “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, **Metal Roofing, in Randolph, Waldoboro and Fairfield**, Maine (hereinafter “Work”). 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 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 **June 5, 2015**. The Department may deduct from moneys otherwise due the Contractor, Liquidated Damages, as provided for in Appendix A.

**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 that the amount of this offer is

**Section 1 - Randolph & Waldoboro**

\$ \_\_\_\_\_  
\_\_\_\_\_

**Section 2 - Fairfield**

\$ \_\_\_\_\_  
\_\_\_\_\_.

**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 December 2002, Standard Details Revision of December 2002 as updated through advertisement Sections 101, 102, 103 and 111, 112 Supplemental Specifications, Special Provisions, Appendices and Contract. 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 certifications required or set forth in the Bid, the Bid Documents and the Contract are still complete and accurate as of the date of this Bid.
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 has carefully examined the site of work, Bid Documents, Special Provisions and the other Contract Documents for the Project **Metal Roofing** located in **Randolph, Waldoboro and Fairfield**, Maine described above in Part A and is familiar with the Work necessary to perform the Contract for which this bid is being submitted. The Bidder, does 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 bid in the attached Schedule of Items in ‘Appendix A’.

First: Bidder agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the contract documents or upon a Force Account basis as provided in the State of Maine Department of Transportation, Standard Specifications, Revision of December 2002, Section 109 and as addressed in the contract documents.

Second: Bidder understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract. Bidder further agrees to provide insurance as required by this Contract if this offer is accepted by MaineDOT in writing.

Third: This offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that the Bidder has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, 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 of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

- Section 1 – Randolph & Waldoboro
- Section 2 – Fairfield

**Contract Amount:** \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature )

\_\_\_\_\_  
(Name and Title Printed)

**CONTRACT, OFFER & AWARD**  
**for State Funded Construction**

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 with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of firm bidding the job) (“Contractor”) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at (Physical address of firm bidding the job) with a mailing address of (Mailing address of firm bidding the job), and a telephone number of (Phone number) .

The Vendor Customer Number of the Contractor is (State of Maine VC number) .

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Construction

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract (hereinafter “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, WIN **12345.00 PROJECT EXPANSION**, in **SOME TOWN**, Maine (hereinafter “Work”). 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 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 30, 2014**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Appendix A.

**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 that the amount of this offer is

**Section 1 - Randolph & Waldoboro**  
**(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)**

**Section 2 - Fairfield**  
**(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)**

**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 December 2002, Standard Details Revision of December 2002 as updated through advertisement Sections 101, 102, 103 and 111, 112 Supplemental Specifications, Special Provisions, Appendices and Contract. 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 certifications required or set forth in the Bid, the Bid Documents and the Contract are still complete and accurate as of the date of this Bid.
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 has carefully examined the site of work, Bid Documents, Special Provisions and the other Contract Documents for the Project **20125.55 GARAGE EXPANSION**, in **POLAND**, Maine and is familiar with the Work necessary to perform the Contract for which this bid is being submitted. The Bidder, does 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 Price Bid.

First: Bidder agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the contract documents or upon a Force Account basis as provided in the State of Maine Department of Transportation, Standard Specifications, Revision of December 2002, Section 109 and as addressed in the contract documents.

Second: Bidder understands that Work may commence upon Contract Execution, except as provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract. Bidder further agrees to provide insurance as required by this Contract if this offer is accepted by MaineDOT in writing.

Third: This offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that the Bidder has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, 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 Here)  
(Date)

\_\_\_\_\_  
(Sign Here)  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Print Name here)  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

- Section 1 – Randolph & Waldoboro
- Section 2 – Fairfield

**Contract Amount:** \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature )

\_\_\_\_\_  
(Name and Title Printed)

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

SPECIAL PROVISIONS

STATE WAGE RATES

If the contract value amounts to \$50,000 or more, the hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate and the State wage rates enclosed apply to this project.

**THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE**

State of Maine  
 Department of Labor  
 Bureau of Labor Standards  
 Wage and Hour Division  
 Augusta, Maine 04333-0045  
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project -----Metal Roofing -Randolph, Waldoboro & Fairfield

Location of Project --Various Towns, Kennebec and Lincoln Counties

2014 Fair Minimum Wage Rates  
 Building 2 Kennebec & Lincoln Counties  
 (other than 1 or 2 family homes)

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asbestos/Lead Removal Worker	\$12.00	\$0.38	\$12.38	Ironworker - Structural	\$23.29	\$5.79	\$29.08
Backhoe Loader Operator	\$18.00	\$2.43	\$20.43	Laborers (Incl. Helpers & Tenders)	\$12.00	\$0.25	\$12.25
Boom Truck (Truck Crane) Operator	\$26.50	\$15.46	\$41.96	Laborer - Skilled	\$16.50	\$2.75	\$19.25
Bricklayer	\$24.27	\$3.18	\$27.45	Loader Operator - Front-End	\$17.88	\$3.12	\$21.00
Bulldozer Operator	\$17.98	\$2.55	\$20.53	Mechanic- Maintenance	\$21.00	\$1.39	\$22.39
Carpenter	\$18.00	\$1.92	\$19.92	Mechanic- Refrigeration	\$22.94	\$3.84	\$26.78
Carpenter - Acoustical	\$13.75	\$3.24	\$16.99	Millwright	\$25.58	\$17.85	\$43.43
Carpenter - Rough	\$15.35	\$1.79	\$17.14	Oil/Fuel Burner Serv & Installer (Licensed)	\$21.86	\$5.45	\$27.31
Cement Mason/Finisher	\$18.00	\$0.47	\$18.47	Painter	\$14.00	\$0.00	\$14.00
Communication Equip Installer	\$22.00	\$3.81	\$25.81	Paver Operator	\$17.25	\$1.63	\$18.88
Concrete Pump Operator	\$20.50	\$3.53	\$24.03	Pipe/Steam/Sprinkler Fitter	\$25.00	\$13.84	\$38.84
Crane Operator <15 Tons	\$19.50	\$4.66	\$24.16	Plumber (Licensed)	\$25.00	\$3.54	\$28.54
Crane Operator =>15 Tons]	\$23.00	\$5.01	\$28.01	Plumber Helper/Trainee (Licensed)	\$18.03	\$2.57	\$20.60
Crusher Plant Operator	\$17.00	\$4.06	\$21.06	Propane & Natural Gas Serv & Inst Licensed	\$23.00	\$3.44	\$26.44
Driller - Well	\$14.00	\$3.20	\$17.20	Pump Installer	\$21.00	\$2.77	\$23.77
Dry-Wall Applicator	\$20.00	\$0.96	\$20.96	Rigger	\$20.00	\$5.83	\$25.83
Dry-Wall Taper & Finisher	\$19.00	\$0.96	\$19.96	Roller Operator - Pavement	\$17.25	\$5.41	\$22.66
Electrician - Licensed	\$25.57	\$7.75	\$33.32	Roofer	\$15.00	\$1.98	\$16.98
Electrician Helper/Cable Puller (Licensed)	\$15.00	\$2.30	\$17.30	Sheet Metal Worker	\$16.50	\$4.49	\$20.99
Elevator Constructor/Installer	\$51.42	\$31.09	\$82.51	Sider	\$16.00	\$1.11	\$17.11
Excavator Operator	\$19.00	\$2.00	\$21.00	Stone Mason	\$20.00	\$0.77	\$20.77
Flagger	\$11.50	\$0.00	\$11.50	Tile Setter	\$22.05	\$3.73	\$25.78
Floor Layer	\$15.70	\$1.96	\$17.66	Truck Driver - Light	\$16.00	\$4.13	\$20.13
Glazier	\$23.00	\$2.67	\$25.67	Truck Driver - Medium	\$15.00	\$1.30	\$16.30
HVAC	\$20.69	\$5.09	\$25.78	Truck Driver - Heavy	\$14.50	\$0.51	\$15.01
Insulation Installer	\$19.00	\$3.24	\$22.24	Truck Driver - Tractor Trailer	\$16.00	\$4.21	\$20.21
Ironworker - Reinforcing	\$20.88	\$1.00	\$21.88	Truck Driver - Mixer (Cement)	\$13.28	\$0.84	\$14.12

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: B2-109-2014  
 Filing Date: September 24, 2014  
 Expiration Date: 12-31-2014

A true copy  
 Attest: Pamela Megathlin  
 Pamela Megathlin  
 Director  
 Bureau of Labor Standards

BLS 424BU (R2014) (Building 2 Kennebec & Lincoln)

**SPECIAL PROVISION**  
**SECTION 103**  
**AWARD AND CONTRACTING**  
**(Basis of Award)**

A Bidder is not required to bid all sections. Bidders may bid Section 1 – Randolph & Waldoboro, Section 2 – Fairfield, or Sections 1 and 2.

A separate contract will be awarded for each section. For each section, the apparent low bidder will be the bidder that submits the lowest, apparently responsive, bid for that one section.

APPENDIX A  
 SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor \_\_\_\_\_

**SCHEDULE OF ITEMS**

**A Bidder is not required to bid all sections. Bidders may bid Section 1 – Randolph & Waldoboro, Section 2 – Fairfield, or Sections 1 and 2.**

Item Description	Approx. Quantity and Units	Unit Price	Bid Amount
<b>SECTION 1 RANDOLPH &amp; WALDOBORO</b>			
METAL ROOFING RANDOLPH B36013	1 LUMP SUM	\$	\$
METAL ROOFING WALDOBORO B46667	1 LUMP SUM	\$	\$
REPLACING ROOFING BOARDS SECTION 1	200 LF	\$	\$
REPLACING FASCIA BOARDS SECTION 1	240 LF	\$	\$
<b>TOTAL SECTION 1 RANDOLPH &amp; WALDOBORO</b>			

<b>SECTION 2 FAIRFIELD</b>			
METAL ROOFING FAIRFIELD B35813	1 LUMP SUM	\$	\$
METAL ROOFING FAIRFIELD B35814	1 LUMP SUM	\$	\$
REPLACING ROOFING BOARDS SECTION 2	100 LF	\$	\$
REPLACING FASCIA BOARDS SECTION 2	100 LF	\$	\$
<b>TOTAL SECTION 2 FAIRFIELD</b>			\$

Location Physical address for each location is as follows:  
 Randolph, 72 Birmingham Road, Randolph, ME  
 Waldoboro, 1510 Old Route 1, Waldoboro, ME  
 Fairfield, 10 Mountain Avenue, Fairfield, ME

Pre-bid Meeting An optional pre-bid meeting will be held at each site at the time stated in the Notice to Contractors.

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the "Request for Information" form. Questions are to be faxed to the number listed in the Notice to Contractors or submitted to the Department at the pre-bid meeting. Bidders may attach separate sheets with questions to the "Request for Information" form.

The Department is not bound by any other oral or written representations, including information exchanged verbally at pre-Bid meetings. The Department will issue written Bid Amendment in response to questions from Bidders when the answers: (A) relate to ambiguous, incorrect, or missing information in the Bid Documents; (B) are not apparent to Contractors experienced in the type of Work covered by the potential Contract; and (C) could have a significant impact on the cost, quality, conformity or timeliness of the Work.

Contract Administrator The contract administrator for this contract will be:

Name: Maurice Hinkley  
Title: Transportation Operations Manager  
Address: Maine Department of Transportation  
State House Station #98  
Augusta, ME 04333-0098

The contractor shall contact the Contract Administrator in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

Scope and Specifications of Work to be Performed

See Special Provision Metal Roofing

Allowable Work Times The Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

The Department will allow for Saturday, Sunday or holiday work if threatening weather is forecasted for the upcoming week and the Contractor needs this time to make the roof watertight. This work can only be authorized by the Resident and or Project Manager.

Occupancy The existing building will remain in use throughout the project. The building and its contents must be kept dry at all times. At least one exit will be open at all times for the employees, general public and vendors to enter the building. The Contractor will be responsible for signing and coning the area around the entry ways to inform and protect the above mentioned people from Hazards associated with the project. If a storm or special event was to occur during the construction period, all entry and overhead doors and equipment storage areas must be free from all of the Contractors construction material and equipment to ensure the Department personal can perform their duties. The contractor will need to work with the local Supervisor or Transportation Operations Manager for this facility to make arrangements for the storage of the Construction materials and equipment.

Services The Contractor shall be responsible for portable toilets and drinking water for their crews.

The contractor may connect to on site electrical service to conduct their work.

Responsibility for Existing Structure Removal of existing materials shall be accomplished without damage to the portion of the structure that is to remain. The Contractor shall be responsible for all damage to the existing structure resulting from any act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage.

Safe Access 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.

Contractor's Safety Program If a copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit an acceptable Contractor's Safety Plan to the Department's Bureau of Maintenance & Operations Section prior to Contract award. If copy of the Contractor's Safety Plan is on file with the Department's Bureau of Maintenance & Operation's, the Contractor must confirm, in writing, that the plan on file is still applicable prior to Contract award. The Contractor shall designate which portions such submissions it considers confidential business information. If such program is revised during the Contract Time, the Contractor shall provide the updated program to the Department. The Contractor shall comply with its safety program and the Standard Specifications. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance.

The contractor shall be responsible for the safety of all operations in connection with the Contract and shall take all necessary actions to ensure the safety of all persons who may be in, on or adjacent to the Site. The Contractor shall perform Work in a manner that is

in compliance with the Contractor's Plan, an applicable OSHA requirements, and established safety practices.

Failure by the Contractor to comply with the Contractor's Plan or an applicable OSHA requirement or to follow all established safety practices pertaining to the work being performed, will result in the immediate suspension of Work on the entire project until all unsafe practices are corrected and comply with the applicable requirements, standard or practice.

Environmental Requirements and Waste Materials All waste materials shall be removed and disposed of in accordance with all federal, state, and local laws.

All materials removed from the site shall be the property of the contractor. Sale of these materials on site, and removal by persons other than the contractor or his personnel, shall be at the risk of the contractor. Once the contract is signed, responsibility for the safety of the public within the confines of the project shall be the responsibility of the contractor. The contractor shall be responsible for any and all materials dropped from his trucks distant from the project. The contractor shall make his own arrangement for disposal of materials taken from the site, and there will be no burning of materials on or adjacent to the site.

Prompt Payment of Subcontractors The Contractor shall pay Subcontractors for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date the Contractor receives payment from the Department for such Subcontractor's Work. The Contractor shall return to the Subcontractor all retainage withheld from the Subcontractor within 30 Days after the date the Subcontractor's Work is satisfactorily completed. If there is a Delay in such return of retainage, the Subcontractor may pursue all rights it may have under the claims procedure referenced in State of Maine, Standard Specifications, Section 104.5.6 - Subcontractor Claims for Payment.

Permits, Fees, and Notices The Contractor shall also acquire, at its sole expense, all licenses, Permits and other permissions that are necessary, appropriate and legally required to perform the Work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Department, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

Closeout The Contractor shall deliver the Materials Certification, as applicable, to the Department within 30 Days of the date of the notification that the Physical Work is Complete. Within 75 Days of the receipt of these documents, the Department will advise the Contractor in writing of the Final Quantities and any damages to be assessed for the Project. The Contractor shall resolve any Project issues that remain and provide the All Bills Paid and Request for Final Payment Letters to the Department within 30 Days. Completion occurs when the Contractor has finished all Work pursuant to the Contract,

including Delivery and acceptance of all Documentation. Completion does not mean substantial Completion. Completion also does not mean Completion of Physical Work. The Department will make Final Payment, including the release of all remaining retainage following Completion, when the Work is complete and has undergone a successful final inspection and all documentation is complete.

Liquidated Damages The Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages. By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Department due to the Contractor's failure to Complete the Work within the Contract Time. Except as expressly provided otherwise in this Contract, the Contractor shall owe the Department Liquidated Damages in the per diem amount of \$100 per day for each Calendar Day that any portion of the Work remains incomplete after the Contract Time has expired. Permission for the Contractor to continue and finish Work after the Contract Time has expired shall not waive the Department's rights to assess Liquidated Damages.

Utilities The Contractor must exercise every reasonable precaution to prevent damage to Utility Facilities or interruption to utility services known to or discovered by the Contractor, whether or not shown on the Plans. Such precautions must include notice to Utility Companies before undertaking Work that could damage Utility Facilities. The Contractor must take all reasonable precautions to determine the presence of underground Utility Facilities before commencing any excavation Work and must provide all affected Utility Companies with at least 72-hour prior notice of the proposed excavation. The Contractor must comply with 23 M.R.S.A. § 3360-A, entitled "Protection of Underground Facilities," Maine's "Dig Safe" statute. The Contractor must maintain initial markings (spray paint, stakes, etc.) made by the authorized representative of a Utility Company to indicate the location of underground Utility Facilities and otherwise comply with 23 M.R.S.A. § 3360-A(4). If utility services are interrupted as a result of the Contractor's Work, the Contractor must Promptly notify the appropriate Utility Company and must cooperate fully in the restoration of service. If service is interrupted, repair Work will be continuous until the service is restored. No Work can be undertaken around fire hydrants until the local fire authority has approved provisions for continued services.

SPECIAL PROVISION SECTION 102  
BIDDING

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 Contract, Offer, & Award form, 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.”

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

A Bid Guaranty is not required.

103.4 Notice of Award Delete the section in its entirety and replace with the following:

The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance and other information from the Apparent Successful Bidders. All items must be delivered to the Department’s Bureau of Maintenance and Operations. Once these pre-execution conditions are met, the Department will execute the Contract. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension of the Bid and Bid prices may occur and the Bid remains viable.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the section in its entirety and replace with the following:

“The properly completed and signed Contract Agreement, Offer, & Award form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Department signs the contract.

SPECIAL PROVISION  
METAL ROOFING

PART 1 - GENERAL

Summary

Work shall include of removing existing shingles and underlayment, Inspect and replace any rotted fascia boards and or roofing boards as approved by the Department, and furnishing and installing standing seam metal roofing complete with concealed fasteners and accessories for a water tight system. All fascia on the structure located in Waldoboro shall be covered with Aluminum PVC coil stock. All fascia not already covered shall be covered with Aluminum PVC coil stock. Metal roofing shall be continuous, contoured to the profile of the roof, with no butt seams.

Quality Assurance

Contractor shall be approved in writing by the roofing manufacturer and shall substantiate a minimum of three years' experience installing standing seam roofing.

Submittals

Submit two copies of detailed shop drawings to the Department for review at least 15 days prior to incorporation into the work. Shop drawings shall be approved prior to incorporation into the work. Shop drawings shall include the following:

- Outline of roof and roof size.
- Layout of panels
- Location and types of proposed penetrations.
- Perimeter details
- Penetration details
- Manufacturer's data on the proposed materials including panels, anchor clips and fasteners.
- Calculations with registered engineer's seal, licensed in the State of Maine, verifying roof panel and attachment method resists applicable wind pressure imposed on it applicable with the IBC
- 2009.
- Manufacturers specifications and installation instructions

Submit written approval of contractor by manufacturer. Submit sample warranty and maintenance instructions.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the contractor has specifically informed the owner in writing of such deviation at the time of submission and the owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions. No portion of the work shall be commenced until the Department has approved the submittal.

### Warranty

Roof finish coating shall be warranted against rust, peeling, chipping, cracking and blistering for a period of twenty years. Contractor shall provide written three year warranty, guaranteeing the roof system to be watertight and free of defects.

Contractor shall provide detailed instructions for preventative maintenance and noting a list of harmful substances that may damage roofing.

The Contractor shall guarantee work for one (1) year from date of Final Acceptance by the Department. The Physical Work must be Complete and in Conformity with the Contract and the Closeout Documentation, in order for the Department to finally "accept" the Project. All defects, including leaks occurring during guarantee period, shall be corrected without cost to the Department. The contractor unconditionally warrants and guarantees to the owner that all work will be of good quality, free from faults and defects, and in conformance with the specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Department, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department. The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

## PART 2 – PRODUCTS

### Roof Panels

- A. Roof panels shall be 24 gauge Grade C Galvalume ASTM 792-86, AZ 55.
- B. Panels shall have a standing, interlocking seam, 16” wide with a seam height of 1.5”.
- C. Panels shall be rolled-formed in continuous lengths from eave to ridge.
- D. Roofing color will be forest green.

### Fasteners

- A. Panels shall be fastened to the substrate with a concealed clip system that accommodates thermal movement recommended by the roof panel manufacturer
- B. Fasteners shall be concealed.

### Flashing

- A. Flash all other roof penetrations including chimneys.
- B. Flashing shall be as recommended by the roofing manufacturer and as approved by the Department. Flashing shall be a minimum of 0.040 aluminum or 24 gauge galvanized steel.
- C. Rubber boot pipe flashing shall be used around vent pipes.

### Sealants

- A. Sealants between roof panels shall be as recommended by the manufacturer.
- B. Provide all required sealants at trim, roof penetrations, etc.
- C. Sealants shall be non-drying elastomer based material.

### Fascia, Trim and Accessories

- A. Metal trim shall be 24 gauge galvanized steel. Fascia boards in Waldoboro shall be covered with Aluminum PVC Coil Stock, Forest Green in color. Replacement fascia boards shall be #4 pine or equivalent.
- B. Ridge cap shall be a continuous venting metal ridge cover, as provided by the roofing manufacturer.

### Sheathing

- A. Replacement Sheathing shall be #4 pine or equivalent to match existing roofing.

### Underlayment

- A. Roof Top Guard II or approved equal
- B. Self-Adhered roofing underlayment - Cold applied, self-adhering, high strength polyethylene film, Grace Ice & Water Shield or approved equal

### Provisions for Expansion/Contraction

- A. End wall trim and roof transition flashings shall allow the roof to move relative to walls as the roof expands and contracts with temperature changes.
- B. Provide required fasteners, closure strips, support plates, and sealants as indicated in manufacturer's written instructions to allow for movement due to thermal expansion.

### Variations from Materials Specified

Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are satisfactory. Bids shall be considered as offering the item specified in the Invitation for Bid. The Department will consider all alternates submitted by the Contractor, but is not bound to accept any which, in its opinion, is not in the Department's best interest and are determined by the Department to be of equal value in all material respects to the proprietary items specified. The evaluation of and determination as to equality of the product offered shall be the responsibility of the Department and will be based on information furnished by the Contractor, as well as information reasonably available to the purchasing activity.

### Quality and Standards

Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

### PART 3 – EXECUTION

#### Inspection

Contractor shall inspect the substrate prior to installing metal roofing to insure that the surface is sound and uniform. Correct any irregularities prior to proceeding with the work.

The Contractor shall make provisions to allow safe access to the work for the Department in order to inspect the work, facilitate ongoing inspection of the work and to measure the work for payment purposes

#### Installation

- A. Install weather tight metal panel system in accordance with manufacturers written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Remove and replace all roofing boards that are rotted or broken as approved by the Department. The existing surface shall be smooth and free of protruding nails prior to placing membrane, underlayment and roofing.
- C. Fasten metal panels to structural substrate with movable clips that are seamed into the standing seam side lap. Fasten clips to structural substrate in accordance with manufacturer's recommendations. Panel to panel connections shall be made with a positive, standing lock seam, continuously locked or crimped together by mechanical means during installation. All side lap sealant shall be factory applied.
- D. Cold applied, self-adhering, high strength polyethylene film Ice and Water shield or approved equal shall be applied 3' wide around the leading edges and any roof protrusions.
- E. Roof Top Guard II or approved equal shall be applied over the entire roof in accordance with the manufacturer's recommendations.
- F. Installation, handling and storage of metal roofing and underlayment shall be in accordance with manufacturer's recommendations. Install accessories such as penetration flashings and eave closures in accordance with manufacturer's recommendations, as approved by the Department.

- G. The Contractor shall notify the Department of the presence of any deteriorated or damaged fascia or other components to remain. Department shall designate the fascia to be removed and replaced. No fascia or other components shall be replaced or covered until authorized by the Department.
- H. Removal of existing materials shall be accomplished without damage to the portion of the structure that is to remain. The contractor shall be responsible for all damage to the existing structure resulting from an act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures and all other items or Material not yet incorporated into the work. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damage property of otherwise make any good losses that arise from such damage.
- I. All Work and the completed installation for the roof shall conform, to all applicable National, State and local codes and regulations.
- J. The Contractor shall dispose of demolition debris in accordance with applicable laws and standards.

#### Cleaning

The contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, equipment, and machinery. If the contractor fails to clean up at the completion of the work, the owner may do so as provided in the owner's right to carry out the work clause.

- A. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- B. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- C. Remove tools, construction equipment, machinery, and surplus material from Project site.
- D. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- E. Remove labels that are not permanent.
- F. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

### Final Inspection

A final inspection of the roofing system shall be made by the roofing manufacturer's representative as soon as construction is complete. Coordinate final manufacturer's inspection with the Department. Provide written certification that the metal roof system has been installed in accordance with the manufacturer's recommendations.

## PART 4 – MEASUREMENT AND PAYMENT

### Closeout Documentation

The Contractor shall prepare and submit Project warranties and similar final record information. The warranties shall be added to the required list of closeout documentation.

If the Department determines that non-conforming work substantially conforms to the Contract, the Department may accept the non-conforming work, provided that the Department may require a credit to the Department to be deducted from amounts otherwise due the Contractor. If the Department and Contractor cannot agree to the amount of the credit, the work shall be unacceptable work. The Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

### Measurement and Payment

The accepted quantity of Metal Roofing will be paid for at the Contract lump sum price each building complete in place and accepted which shall be full compensation for all labor, equipment, materials and all incidental items required to complete the work. including removing and disposing of the existing roofing materials and construction debris, furnishing and installing new metal roofing, underlayment, Ice and Water shield, ridge vents, and all other materials required to perform this work, including replacement hardware required and labor, equipment and materials for construction and other contract related incidentals necessary to complete the work. No price adjustments will be made to the unit price. It will be the responsibility of the Contractor to verify the dimensions prior to submitting bid documents. Covering all the fascia with aluminum will be incidental to related contract items. The satisfactory disposal of all removed materials shall be considered incidental to related contract items. Payment for any staging, platforms or lifts required by the Contractor to gain access to the work in order to perform the work, or to provide access to the Department in order to inspect or measure the work, shall be considered incidental to related contract items.

The accepted item for replacement of roofing boards will be measured by the linear foot, complete in place and will be paid for at the contract unit price complete in place and accepted.

The accepted item for replacement of fascia boards will be measured by the linear foot, complete in place and will be paid for at the contract unit sum price complete in place and accepted.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Metal Roofing - Randolph B36013	Lump Sum
Metal Roofing – Waldoboro B46667	Lump Sum
Metal Roofing – Fairfield B35813	Lump Sum
Metal Roofing – Fairfield B35814	Lump Sum
Replacing Roofing Boards	Linear Foot
Replacing Fascia Boards	Linear Foot

SPECIAL PROVISIONS  
FOR STATE FUNDED CONSTRUCTION

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 Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator 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, to reject Unacceptable or Unauthorized Work and to refuse to approve Progress and Final Payments until Unacceptable or Unauthorized Work is corrected. The Contract Administrator shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor. Unless authorized by the Contract Administrator, 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.

4. **CONTRACT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Contractor shall be submitted to the Department's Project Manager who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

5. **CHANGES IN THE WORK** The Department may order changes in the work, the Contract Amount being adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the

parties to agree on an adjustment or adjustments. Any changes to the Contract that affect compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals needed to perform the Work in Conformance with the Contractor's Schedule of Work and within the Contract Time.

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 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 subcontractor. 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.

7. **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.

8. **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.

9. **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. 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. 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. **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.

11. **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.

12. **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.

13. **TERMINATION** The performance of work under the Contract may be terminated by MaineDOT in whole or in part whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Contract is terminated and the date on which such termination becomes effective. The Contract shall be equitably adjusted to compensate for such termination and modified in writing to reflect adjustments.

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

15. **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.

16. **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.

17. **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.

18. **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. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

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 coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures. The Department shall be named as additional insured on the Commercial General Liability insurance policies carried by the Contractor that are applicable to the Work.

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.

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.

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:

- Contract, Offer and Award
- Bid Amendments (most recent to least recent)
- Appendix A – Special Provision Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Construction
- Any remaining appendices in alphabetical order.
- Any remaining Special Provisions
- The Department's Notice to Contractors and any amendments

Supplemental Specifications  
Standard Specifications, Revision of December 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. **FURNISHING OF OTHER PROPERTY RIGHTS, LICENSES AND PERMITS** The Contractor shall acquire, at its sole expense, all property rights outside the Project Limits needed for construction staging, yarding, construction, waste disposal, or other Project-related purpose. The Contractor shall also acquire, at its sole expense, all licenses, Permits and other permissions that are necessary or appropriate to perform the Work that are not furnished by the Department.

23. **ALLOWABLE WORK TIMES** Work can be performed at any time except Saturdays, Sundays and Holidays, unless expressly specified otherwise in this Contract, including any applicable Permit conditions. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday. Saturday, Sunday or Holiday work must be approved by the Department. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

24. **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.

25. **WORKERS AND EQUIPMENT** The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals needed to perform the Work in Conformance within the Contract Time.

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 Department, 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 Department. 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 Department may suspend the Work by written notice until such orders are complied with.

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.

26. **HEALTH AND SAFETY**

Contractor's Safety Program The Contractor shall comply with all applicable federal, State, and local laws including all applicable laws and regulations of governing safety, health, and sanitation. If a copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit, prior to Contract award, an acceptable, project specific Safety Plan to the Department. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA

Project Specific Emergency Planning The Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Project Limits. The Contractor shall, as appropriate, contact all emergency service providers in the area, discuss potential impacts on emergency operations (including water supply for fire suppression), and minimize any negative impacts.

27. **ENVIRONMENTAL REQUIREMENTS**

Temporary Soil Erosion and Water Pollution Control The Contractor shall provide continuous and effective soil erosion and water pollution.

Hazardous Materials 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 of the Project 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.

Waste Materials All waste materials shall be disposed of in accordance with all federal, State, and local laws.

Environmental Non-compliance - Remedies and Costs The Contractor shall be in non-compliance if it, or Subcontractors at any tier, fail to comply with the terms of this Contract or any applicable environmental or land use law or regulation including Project specific permit conditions.

If the Contractor is in non-compliance, the Department may, at its discretion:

A. Withhold all Progress Payments, or any portion thereof, during the period the Contractor is in non-compliance;

B. Remedy such non-compliance using State forces or another Contractor and deduct all costs incurred by the Department from Progress Payments. Such costs include direct costs, Project Engineering costs, and Contractor costs from amounts otherwise due the Contractor, and/or

C. Suspend the Work for cause and without cost or liability to the Department. Said suspension shall continue until the Contractor has addressed all non-compliance issues as directed by the Department.

The Contractor shall be responsible for any fines and penalties assessed by environmental or land use regulatory agencies due to such non-compliance. Such penalties may be withheld from amounts otherwise due the Contractor.

28. **QUALITY AND STANDARDS** Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. Materials shall meet the requirements of the contract at the time they are incorporated into the work. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the

time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

29. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the project will be free from warranty defects for one year from the date of Final Acceptance. Final Acceptance includes receipt of all conforming closeout documentation. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to promptly perform all remedial work at no additional cost or liability to the Department.

The Contractor hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

30. **PAYMENT** The Contractor shall submit an itemized invoice to the Department for services monthly, at the completion of the Work or as otherwise noted in the Contract documents for approval and payment. At a minimum, invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Work
- Description and Location of Work
- Quantities at the Prices contained in the Contractor's Bid

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. 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. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Failure to provide the Department the opportunity to inspect the Work,
- E. Damage to a third party,
- F. Claims filed or reasonable evidence indicating probable filing of claims,
- G. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- H. Substantial evidence that the Project cannot be completed for the unpaid balance,
- I. Substantial evidence that the amount due the Department will exceed the unpaid balance,
- J. Regulatory non-compliance or enforcement,
- K. Failure to submit Documentation
- L. All other causes that the Department reasonably determines negatively affect the State's interest.

31. **RESPONSIBILITY FOR DAMAGE TO WORK** Except for damage to Project caused by Uncontrollable Events, the Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures, and all other items or Materials not yet incorporated into the Work.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged Work or otherwise make good any losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to Promptly commence and continue such rebuilding, etc., the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor.

32. **RESPONSIBILITY FOR PROPERTY OF OTHERS** The Contractor shall not enter private property outside the Project Limits without first obtaining permission from the Owners.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The preceding sentence includes damage to vehicles passing through the Work area.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

33. **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 Department 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.

34. **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.