

CONCRETE BUILDING SLABS

WIN 025232.00

In the Towns of

CHINA & EDGECOMB

2019

Updated 4/28/2017

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

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

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN: 025232.00

Towns: China and Edgecomb

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

WIN: 025232.00

Towns: China and Edgecomb

Date of Bid Opening:

Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine as the package is delivered directly to the DOT Headquarters Building, Mailroom.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system as well as the US Postal Service since this mail is not delivered directly to the Department. This mail is delivered to the state mail system, sorted and then delivered to the Department of Transportation.

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

Bid Enclosed: Do Not Open

WIN: 02532.00

Towns: China and Edgecomb

Date of Bid Opening:

Name of Contractor:

Bids are not accepted by email or FAX.

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

*For complete bidding requirements, refer to Section 102 of the Maine Department of
Transportation, Standard Specifications, November 2014 Edition.*

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 plan holders 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 fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

RFI No: _____

Date _____ Time _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s): _____

Request by: _____
Company Name: _____ **Phone: ()** _____

Email: _____ **Fax:** (____) _____

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Vendor Registration

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

<http://www.maine.gov/purchases/venbid/index.shtml>

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 **Concrete Building Slabs** in the town/city of **CHINA and EDGECOMB** 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 **July 31, 2019** and at that time and place publicly opened and read. Bids will be accepted from all bidders. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence. 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: WIN 25232.00

Location: In Kennebec County project is located at the China Maintenance Camp, 268 Route 3, China and in Lincoln County the project is located at the Edgcomb Maintenance Camp, 56 US Route 1, Davis Island, Edgcomb.

Outline of Work: Construct two (2) Concrete Building Slabs for expansion of existing maintenance garages and other incidental work.

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, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. 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, plans, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Augusta. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, **Attn.: Mailroom**, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable

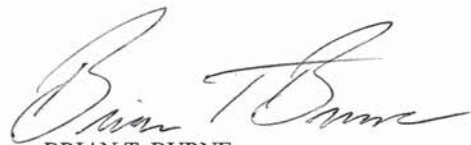
There will be no bid bond, performance bond or payment bond required.

This Contract is subject to all applicable State Law.

All work shall be governed by State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 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
July 10, 2019



BRIAN T. 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)

7/8/2019

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 025232.00

Project(s): 025232.00

SECTION: 1 PROJECT ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	815.00 BUILDING - CONCRETE BUILDING SLAB #1 - CHINA	LUMP SUM	LUMP	SUM	_____	_____
0020	815.00 BUILDING - CONCRETE BUILDING SLAB #2 - EDGEComb	LUMP SUM	LUMP	SUM	_____	_____

Section: 1

Total:

Total Bid:

Paper bids shall be signed in pen and ink. Stamped and copied signatures will not be accepted.

(Print Respondent's Name and Title)

Signature

Date

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 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 _____.

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 025232.00** for the construction of **Concrete Building Slabs** in the town of **China**, County of Kennebec, Maine and town of **Edgecomb**, County of Lincoln, Maine. The Work includes construction, maintenance during construction, clean -up and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control, including inspection, testing and documentation, all required documentation at the conclusion of the project, 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 **August 30, 2019**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Special Provision 107 and Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

The Lump Sum Price shown on 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 _____
\$_____.

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, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of: **WIN 025232.00 for the Concrete Building Slabs at the MaineDOT Maintenance Camps in the town of China, County of Kennebec, Maine and town of Edgecomb, County of Lincoln, Maine** on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That 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 agreement, 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 execute two duplicate originals of this Agreement 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 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 _____.

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

A. The Work.

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control, including inspection, testing and documentation, all required documentation at the conclusion of the project, 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 **August 30, 2019**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Special Provision 107 and Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

The Lump Sum Price shown on 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 _____
\$_____.

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This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

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The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of: **WIN 025232.00 for the Concrete Building Slabs at the MaineDOT Maintenance Camps in the town of China, County of Kennebec, Maine and town of Edgecomb, County of Lincoln, Maine** on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That 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 agreement, 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 execute two duplicate originals of this Agreement 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job) (Contractor) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN 1224.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2006. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

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 (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, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement contained herein for construction of:

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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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 agreement, 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.

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(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

**State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906**

Wage Determination - In accordance with 26 MRS §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 title project.

Title of Project -----25232.00-China

Location of Project – China, Kennebec County

**2019 Fair Minimum Wage Rates
Building 2 Kennebec County
(other than 1 or 2 family homes)**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asbestos/Lead Removal Worker	\$13.25	\$0.82	\$14.07	Ironworker - Structural	\$22.50	\$3.00	\$25.50
Backhoe Loader Operator	\$22.00	\$5.08	\$27.08	Laborers (Helpers & Tenders)	\$16.00	\$1.04	\$17.04
Boilermaker	\$24.00	\$9.00	\$33.00	Laborer - Skilled	\$18.05	\$2.79	\$20.84
Bricklayer	\$24.25	\$2.04	\$26.29	Loader Operator - Front-End	\$19.00	\$3.00	\$22.00
Bulldozer Operator	\$20.00	\$3.71	\$23.71	Mechanic- Maintenance	\$25.00	\$3.94	\$28.94
Carpenter	\$21.50	\$3.79	\$25.29	Mechanic- Refrigeration	\$26.00	\$5.16	\$31.16
Carpenter - Acoustical	\$19.50	\$2.03	\$21.53	Millwright	\$29.47	\$10.77	\$40.24
Carpenter - Rough	\$20.00	\$1.03	\$21.03	Oil/Fuel Burner Serv& Installer	\$23.00	\$3.51	\$26.51
Cement Mason/Finisher	\$19.50	\$2.11	\$21.61	Painter	\$16.50	\$0.00	\$16.50
Communication Equip Installer	\$22.20	\$3.67	\$25.87	Pipe/Steam/Sprinkler Fitter	\$25.25	\$5.95	\$31.20
Concrete Mixing Plant Operator	\$22.11	\$4.92	\$27.03	Plumber (Licensed)	\$25.00	\$4.04	\$29.04
Crane Operator =>15 Tons)	\$28.00	\$8.45	\$36.45	Plumber Helper/Trainee	\$21.00	\$3.37	\$24.37
Dry-Wall Applicator	\$22.00	\$0.00	\$22.00	Propane/Natural gas serv/inst	\$26.00	\$4.03	\$30.03
Dry-Wall Taper & Finisher	\$22.91	\$1.08	\$23.99	Pump Installer	\$16.13	\$3.14	\$19.27
Electrician - Licensed	\$27.00	\$4.53	\$31.53	Rigger	\$22.25	\$6.60	\$28.85
Electrician Helper/Cable Puller	\$17.00	\$1.24	\$18.24	Roofer	\$15.00	\$2.79	\$17.79
Excavator Operator	\$20.50	\$2.91	\$23.41	Sheet Metal Worker	\$19.52	\$3.12	\$22.64
Fence Setter	\$15.00	\$2.00	\$17.00	Sider	\$16.75	\$1.38	\$18.13
Flagger	\$13.00	\$0.00	\$13.00	Stone Mason	\$21.00	\$0.95	\$21.95
Floor Layer	\$20.00	\$3.06	\$23.06	Truck Driver - Light	\$17.00	\$1.17	\$18.17
Glazier	\$17.25	\$0.89	\$18.14	Truck Driver - Medium	\$19.00	\$3.37	\$22.37
HVAC	\$24.88	\$2.71	\$27.59	Truck Driver - Heavy	\$17.00	\$1.09	\$18.09
Insulation Installer	\$20.25	\$2.88	\$23.13	Truck Driver - Tractor Trailer	\$17.15	\$1.08	\$18.23
Ironworker - Reinforcing	\$16.00	\$2.79	\$18.79	Truck Driver - Mixer (Cement)	\$17.88	\$3.15	\$21.03

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 MRS §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: B2-052-2019

A true copy

Filing Date: April 8, 2019

Attest: 

**Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards**

BLS 424BU (R2019) (Building 2 Kennebec)

**State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906**

Wage Determination - In accordance with 26 MRS §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 title project.

Title of Project -----25232.00-Edgecomb

Location of Project –Edgecomb, Lincoln County

**2019 Fair Minimum Wage Rates
Building 2 Lincoln County
(other than 1 or 2 family homes)**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asbestos/Lead Removal Worker	\$15.00	\$0.96	\$15.96	Ironworker - Structural	\$22.75	\$3.00	\$25.75
Backhoe Loader Operator	\$22.00	\$5.08	\$27.08	Laborers (Incl. Helpers & Tenders)	\$15.26	\$0.73	\$15.99
Boilermaker	\$24.00	\$9.00	\$33.00	Laborer - Skilled	\$18.20	\$2.74	\$20.94
Bricklayer	\$26.00	\$0.00	\$26.00	Loader Operator - Front-End	\$19.00	\$3.00	\$22.00
Bulldozer Operator	\$20.00	\$3.71	\$23.71	Mechanic- Maintenance	\$25.00	\$3.86	\$28.86
Carpenter	\$24.00	\$4.39	\$28.39	Mechanic- Refrigeration	\$26.00	\$5.11	\$31.11
Carpenter - Acoustical	\$19.50	\$2.03	\$21.53	Millwright	\$29.47	\$10.77	\$40.24
Carpenter - Rough	\$18.00	\$1.02	\$19.02	Oil/Fuel Burner Serv & Installer	\$23.00	\$3.51	\$26.51
Cement Mason/Finisher	\$19.50	\$2.79	\$22.29	Painter	\$16.00	\$1.26	\$17.26
Communication Equip Installer	\$22.20	\$3.67	\$25.87	Pipe/Steam/Sprinkler Fitter	\$25.00	\$5.21	\$30.21
Concrete Mixing Plant Operator	\$22.11	\$4.92	\$27.03	Plumber (Licensed)	\$26.50	\$4.26	\$30.76
Crane Operator =>15 Tons)	\$27.00	\$7.14	\$34.14	Plumber Helper/Trainee	\$19.50	\$3.10	\$22.60
Dry-Wall Applicator	\$22.00	\$0.00	\$22.00	Propane /Natural Gas Serv & Inst	\$26.50	\$3.89	\$30.39
Dry-Wall Taper & Finisher	\$23.00	\$0.00	\$23.00	Pump Installer	\$16.13	\$3.14	\$19.27
Electrician - Licensed	\$27.00	\$4.34	\$31.34	Rigger	\$22.25	\$6.60	\$28.85
Electrician Helper/Cable Puller	\$17.00	\$1.34	\$18.34	Roofer	\$17.25	\$2.07	\$19.32
Excavator Operator	\$20.50	\$2.91	\$23.41	Sheet Metal Worker	\$20.00	\$3.73	\$23.73
Fence Setter	\$15.00	\$2.00	\$17.00	Sider	\$16.75	\$1.38	\$18.13
Flagger	\$13.00	\$0.00	\$13.00	Stone Mason	\$21.00	\$0.95	\$21.95
Floor Layer	\$20.00	\$3.06	\$23.06	Truck Driver - Light	\$17.00	\$1.17	\$18.17
Glazier	\$17.25	\$0.89	\$18.14	Truck Driver - Medium	\$19.00	\$3.37	\$22.37
HVAC	\$25.00	\$3.76	\$28.76	Truck Driver - Heavy	\$17.00	\$1.09	\$18.09
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Posting of Schedule - Posting of this schedule is required in accordance with 26 MRS §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: B2-053-2019

A true copy

Filing Date: April 8, 2019

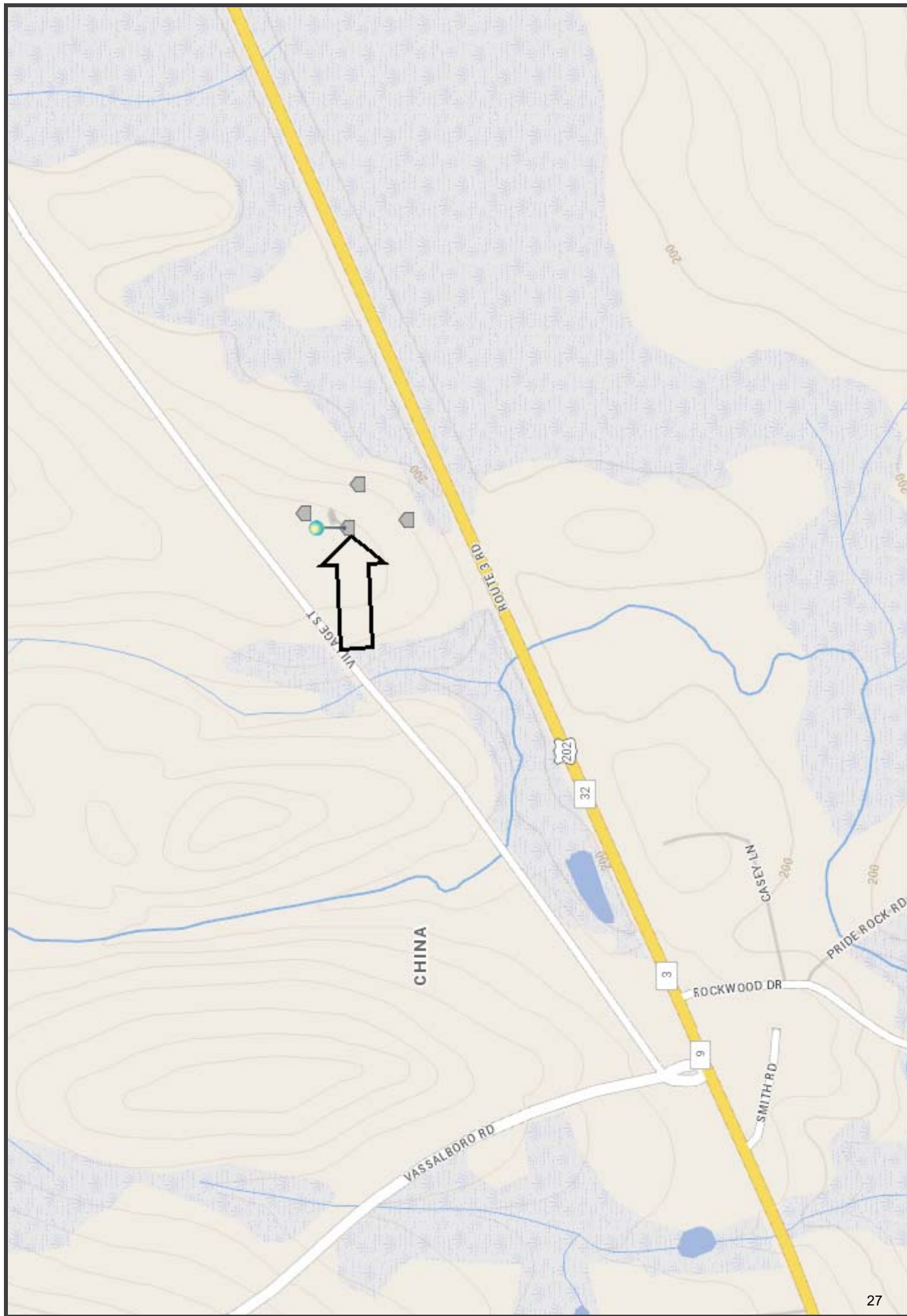
Attest: 

Expiration Date: 12-31-2019

**Scott R. Cotnoir
Wage and Hour Director
Bureau of Labor Standards**

BLS 424BU (R2019) (Building 2 Lincoln)

CHINA CAMP

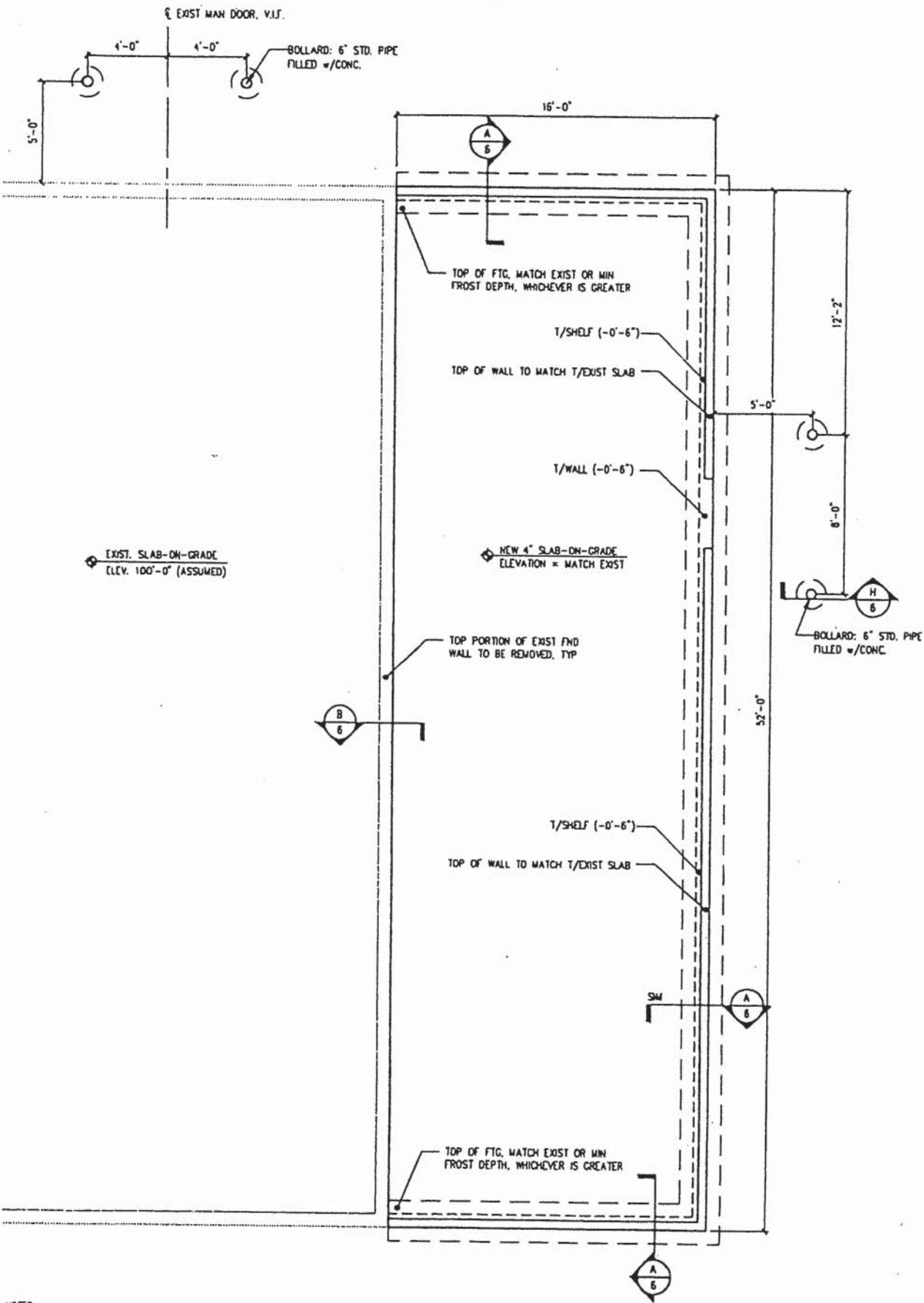


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0.1 Miles
1 inch = 0.1 miles

Date : 3/8/2019
Time : 1:14:05 PM

China Lot Concrete Slab Plan Set



NOTES:

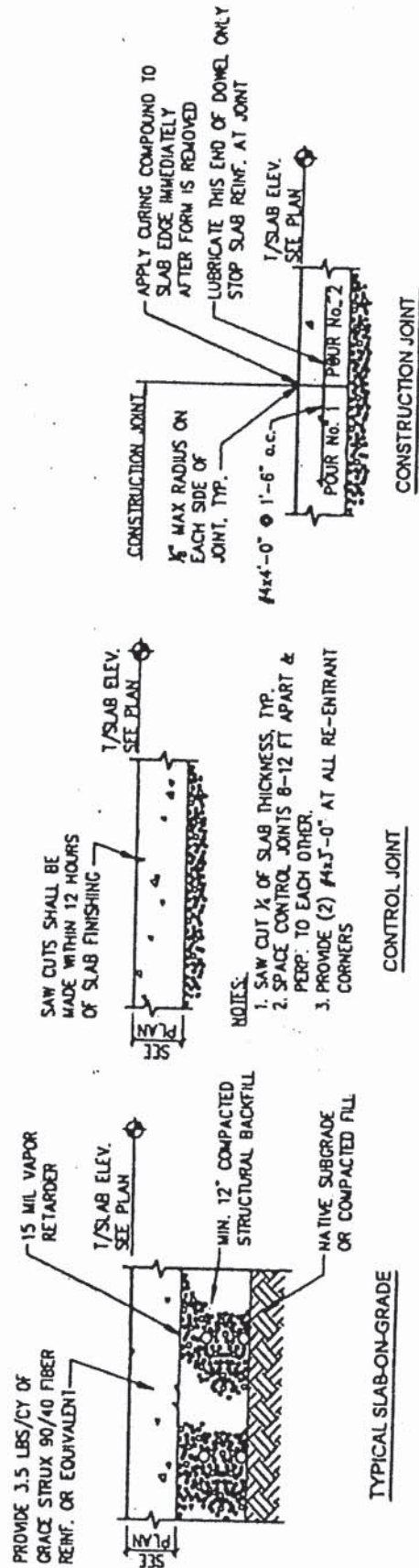
1. SEE DETAIL F/6 FOR TYPICAL SLAB-ON-GRADE.
2. REFERENCE FINISH FLOOR ELEVATION = 100'-0"
3. CJ DENOTES CONTROL JOINT.

FOUNDATION PLAN

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

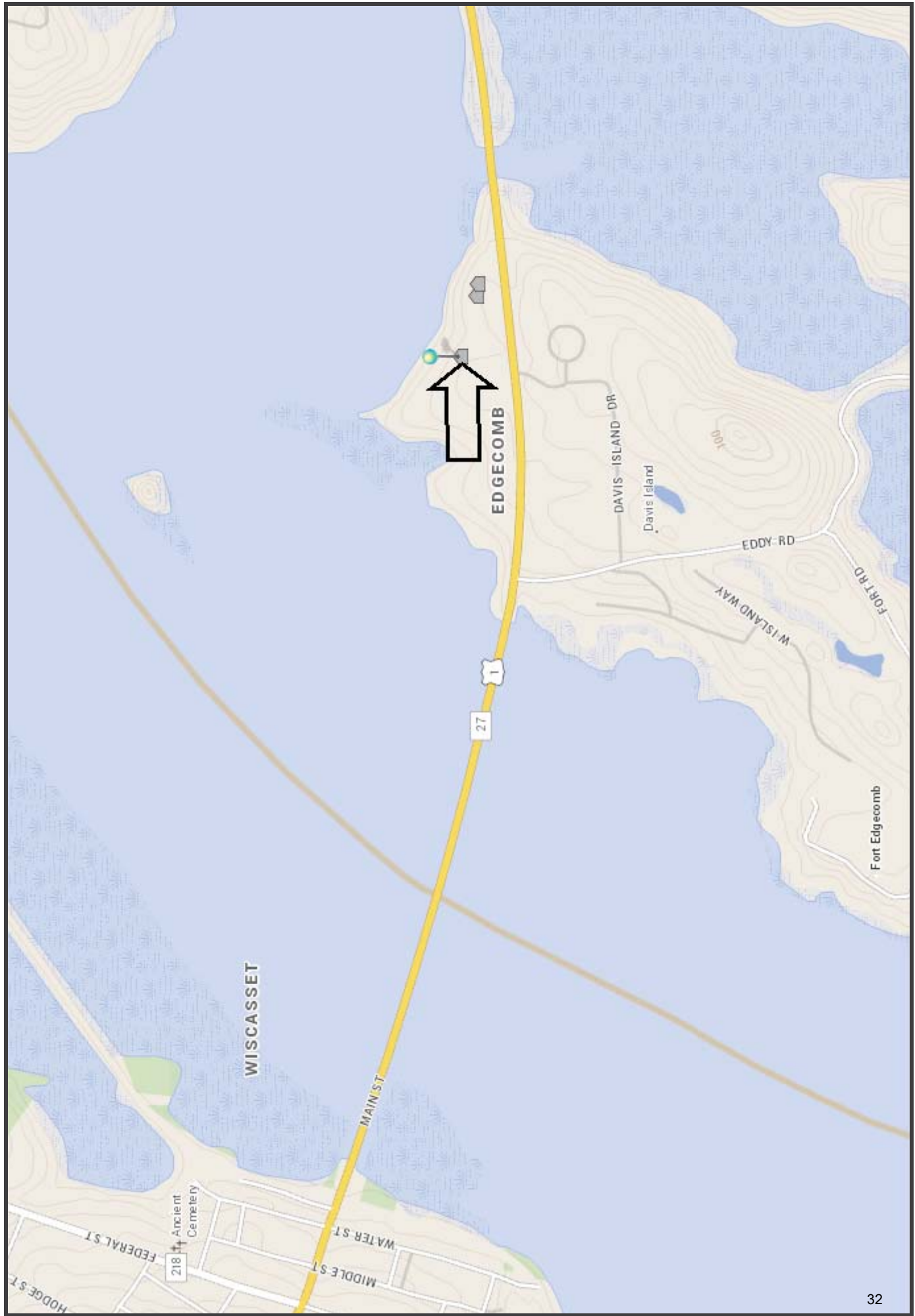
FOUNDATION PLAN

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



F TYPICAL SLAB-ON-GRADE DETAILS

EDGECOMB CAMP



Date : 3/8/2019
Time : 1:18:04 PM

0.2 Miles
1 inch = 0.17 miles

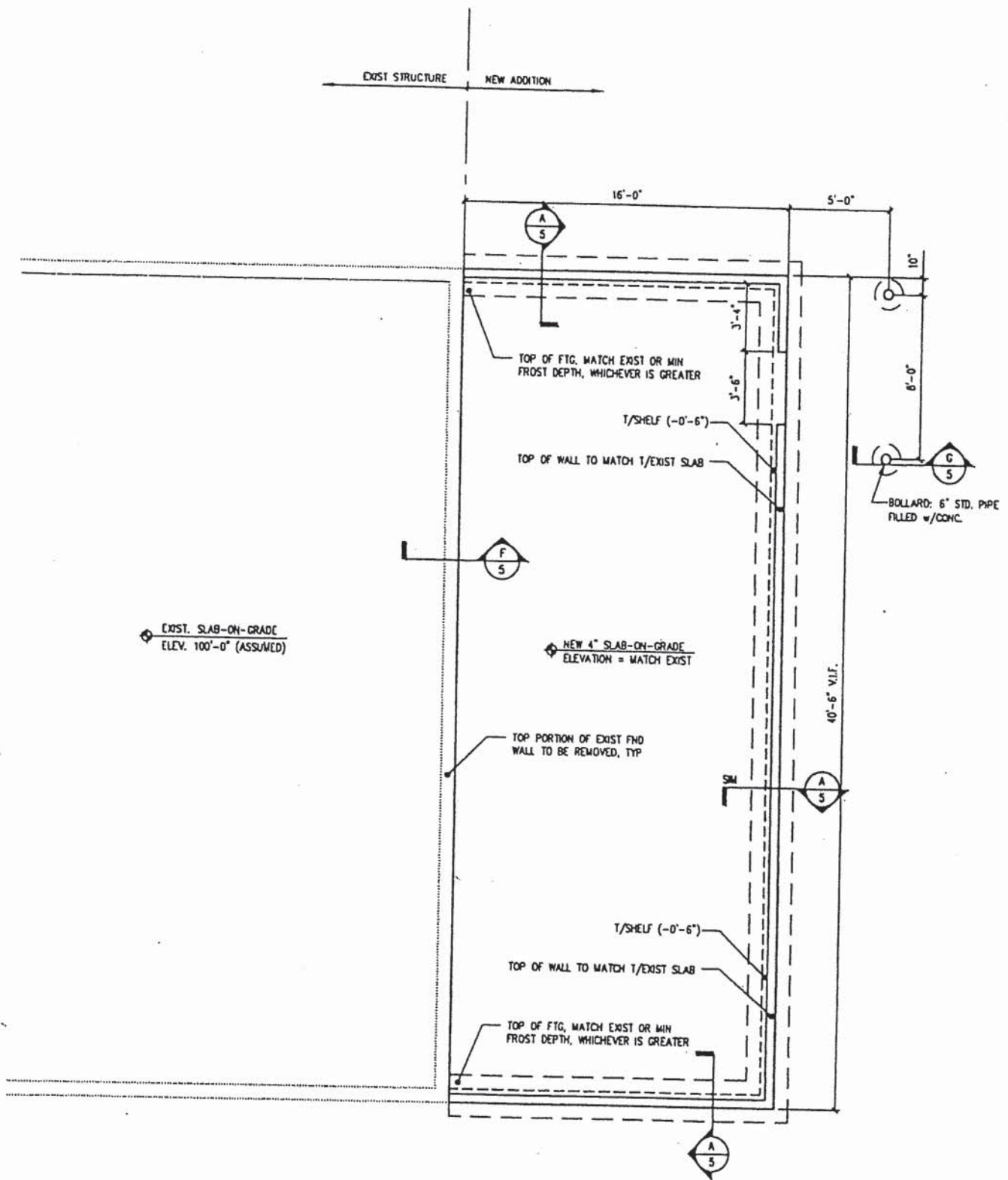
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NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

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).]

Edgecomb Lot Concrete Slab Plan Set



NOTES:

1. SEE DETAIL B/S FOR TYPICAL SLAB-ON-GRADE
2. REFERENCE FINISH FLOOR ELEVATION = 100'-0"
3. CJ DENOTES CONTROL JOINT.

FOUNDATION PLAN

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

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

GRAPHIC SCALE

MIN R49 ROOF INSULATION PER CODE.

MATCH EXISTING ROOF PITCH, V.I.F.

2x RAFTERS, SEE PLAN

BLOCKING BETWEEN TRUSSES

EAVE TO MATCH EXISTING

1'-6"

1/2" WALL V.I.F.

VENTED SOFFIT, TYP.

VERIFY IN FIELD

STONE WOOL INSULATION, MIN R19 PER CODE

5/8" DIA. ANCHOR BOLTS
Ø 4'-0" O.C. U.N.O.

2x PT SILL PLATE, TYP.

RIGID INSULATION AS THERMAL
BREAK, TYP.

SEE PLAN
1/2" WALL ELEV.

1/2" SLAB ELEV.
SEE PLAN

EXTERIOR GRADE

5x4" STEM

COMPACTED
STRUCTURAL
BACKFILL

COMPACTED
STRUCTURAL
BACKFILL

2" RIGID INSULATION, TYP.

#5's Ø 18" o.c. VERTICAL
ALTERNATE HOOK DIRECTION

#5's Ø 18" o.c. HORIZONTAL

2" CLR.
(2) #5's CONTINUOUS
LONGITUDINAL BARS

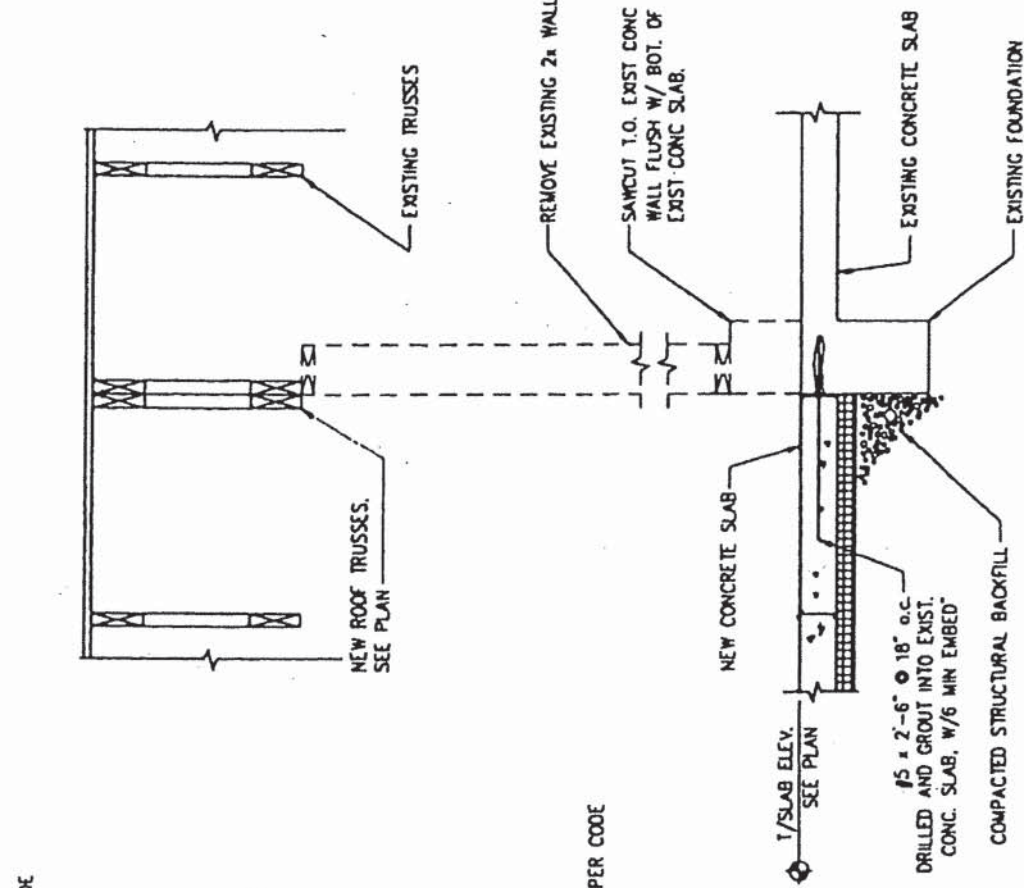
1'-0"

1'-0"

8'-0"

2'-0"

CONT. 4" PERFORATED UNDERDRAIN
SURROUNDED BY A MINIMUM OF 6"
OF 3/4" CRUSHED STONE WRAPPED
WITH FILTER FABRIC AND DRAINED
TO DAYLIGHT.

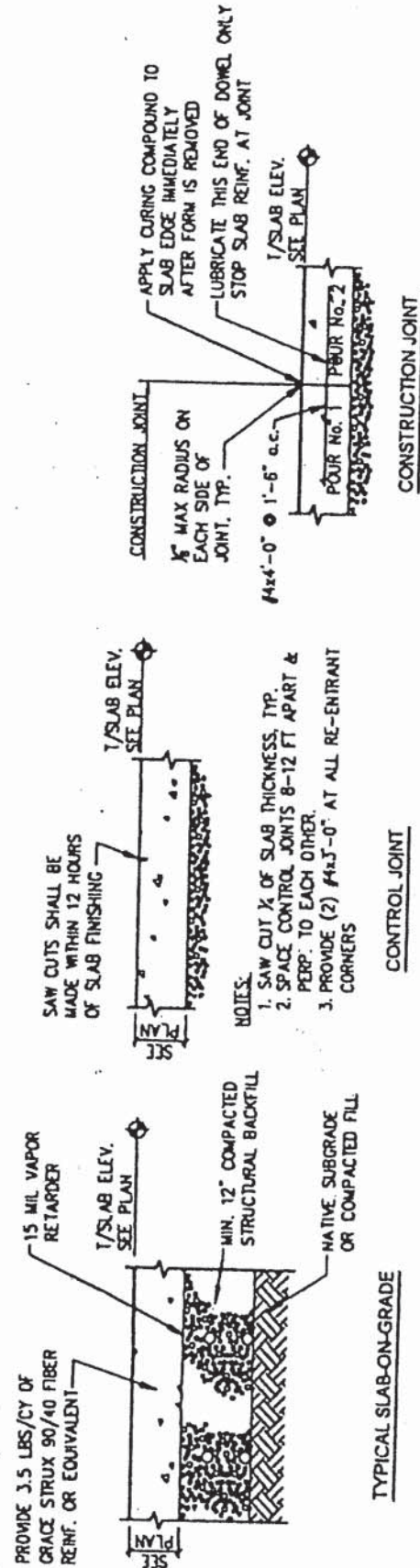


B SECTION

SCALE: 3/4" = 1'-0"

FOUNDATION PLAN

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



F TYPICAL SLAB-ON-GRADE DETAILS

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

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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 PROVISION
SECTION 103
AWARD AND CONTRACTING
(Post-Bid, Pre-Award Qualifications)

Standard Specification Section 103.3 Post-Bid Qualification Delete the entire section and replace with the following:

After Bid Opening and as a condition for Award of the Contract, the lowest responsive bidder must either be prequalified for the Highway or Building Construction category by the Maine Department of Transportation or the Department may require an Apparent Successful Bidder that is not prequalified to demonstrate to the Department's satisfaction that the bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work.

If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in highway construction. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Areas of experience shall include, but are not limited to:

- Concrete Foundations
- Excavating and grading

The Contractor shall maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder must have a current, applicable Safety Plan on file with the Department or must submit, prior to Contract award, an acceptable, current Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department.

Post-bid Qualification Submittals

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Contractor does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder and subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five (5) years that highlight the Bidder’s and subcontractors’ related experience. Such information shall include:

1. the Company’s history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor; and
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder’s submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule.

If a Bidder has not previously submitted Soil Erosion and Water Pollution Control Plans (SEWPCP) for other Department projects, the Contractor must submit, prior to Contract award, a substantially complete, acceptable Soil Erosion and Water Pollution Control Plan.

If the Department has comments regarding the Contractor's SEWPCP submittal, the Contractor shall implement and address these prior to beginning Work. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility to develop and implement the safety plan in accordance with the Contract, or to shift any responsibility to the Department.

If the Bidder is to provide any information requested in the "Contractor's Prequalification Application" form adopted by the Department, the Notice of Post-Bid Qualifications shall so state.

If a current, applicable copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit, an acceptable, current Contractor's Safety Plan or Project and Site-Specific Safety Plan to the Department, in accordance with Special Provision Section 815, Contractors Safety Program. The plan shall identify and addresses job hazards of the expected contract work and comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

Using the Bidder's OSHA 200 & 300 Log and statements provided by applicable insurance, the Bidder may be required to provide its workers' compensation Experience Modification Rate.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor's duty to comply with the Contract documents.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be "Not Qualified" or disqualified as non-responsive. Within 14 days, the Department will review the project specific safety plan, the Traffic Control Plan and the SEWPCP for completeness, conformity with Federal and State requirements, Contract provisions, applicable laws and regulations of Occupational Safety and Health Administration (OSHA), the current edition of the MUTCD, and Department policy and procedures. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. No review or comment by the Department, or any

failure to review or comment, shall absolve the Contractor of its responsibility to develop and implement the safety plan, TCP or SEWPCP in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience
- C. No Safety Plan or Project and Site Specific Safety Plan or an unacceptable Safety Plan or Project and Site Specific Safety Plan
- D. Default(s) or termination(s) on past or current Contracts.
- E. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- F. Failure to provide Closeout Documentation on past or current Contracts.
- G. Failure to fulfill warranty obligations on past or current Contracts.
- H. Failure to comply with directives of the Department on past or current Contracts.

- I. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- J. Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- K. Failure to accept an Award of a Contract made by the Department to the Contractor.
- L. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- M. Failure to provide information requested by the Department pursuant to this Special Provision.
- N. Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- O. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- P. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Wage Rates)

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws The State Wage Rates enclosed apply to this work. Federal Wage Rates do not apply to this work.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Limitations of Operations)

1. A Preconstruction meeting must be held prior to any work being started.
2. A 48-hour notice is required for any change in work schedule.
3. Upon award, Maurice Hinkley is the MaineDOT's contact person. He may be reached by cell phone # 592-3049. If he is not available, then contact Rob Betz by cell phone # 441-2058.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The Contractor shall be allowed to commence Work on the Contract provided that the Contract has been awarded, all required plans/submittals have been received and determined to be acceptable by the Department, and a preconstruction meeting has been held including an onsite discussion.

The specified Contract Completion Date is **August 30, 2019**.

Once operations commence, the Contractor shall continue work on the project until it is complete. For every weekday not worked the Contractor will be charged Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.

No work will be allowed on the September 2nd Holidays.

No work will be allowed on Saturdays without consent from the MaineDOT. Requests to work Saturday must be made by **NOON** time on Thursday.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Invoices and Payment)

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall be on a Contractor's letterhead and shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Period during which Work was performed or Dates of Service
- Description and Location of Work or Service
- Percent complete of Lump Sum Unit Price as contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

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. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. All other causes that the Department reasonably determines negatively affect the State's interest.

The Department may hold, temporarily or permanently, retainage as needed to assure timely Completion of the Work and payment of all Subcontractors and Suppliers in Conformity with the Contract.

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. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

The Department will notify the Contractor in writing that the Physical Work is Complete and in Conformity with the Contract and that the Project will be Finally Accepted when documentation required is received from the Contractor. The Contractor shall deliver the Closeout documentation to the Department within 30 Days of the date of the notification that the Physical Work is Complete. Liquidated Damages will cease upon the physical completion of the Work. Within 75 Days of the receipt of these documents and Final Acceptance by the Department, 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.

SPECIAL PROVISION
SECTION 815
Buildings

Description The work shall consist of constructing two (2) Concrete Building Slabs for expansion of existing maintenance garages. Concrete Building Slab # 1 shall be 16' x 52' in China. Concrete Building Slab # 2 shall be 16' x 40'-6" in Edgecomb.

The Department will provide the Contractor with horizontal and vertical control and conceptual layout of the building. The Contractor shall provide the additional layout, earthwork, foundation, concrete work, and clean-up to complete the Building Concrete Building Slabs, in conformance with the Plans, Specifications and all other applicable Contract Documents.

Location The Buildings will be located at the addresses indicated below, in accordance with these contract documents.

Concrete Building Slab # 1

China Maintenance Camp
268 Route 3
China, Maine 04358

Concrete Building Slab # 2

Edgecomb Maintenance Camp
56 US Route 1, Davis Island
Edgecomb, Maine 04556

General Requirements All work shall meet the requirements of any governmental agencies having jurisdiction and shall comply with applicable standards and codes.

The Contractor is responsible for following dig safe requirements and for communicating with and coordinating with any applicable utilities. MaineDOT does not anticipate any utility work on this project. This does not relieve the Contractor of their responsibility.

When compacting, the lifts shall not exceed 8" loose.

The Contractor shall coordinate with MaineDOT throughout the duration of the project on schedule, issues, MaineDOT's expectations and other project related matters.

The Contractor shall prepare the existing ground for the proposed slabs. The existing ground shall be excavated to elevations shown on the plans. The area surrounding the proposed concrete slab

shall be graded such that the surface water flows away from the slab. All grading, excavating, foundation and drainage work will be incidental to the concrete slab.

The Contractor shall prepare and clean the existing building's concrete foundation and slab and construct the joint as shown on the Plans and Specifications.

Place 2" foam board insulation as per the plans provide in the contract.

Place the proposed concrete slabs according to the plans provide in the contract.

Concrete shall be finished as follows:

A. Exposed Concrete

- After removal of the forms, remove all form ties to at least 1 inch below surfaces. Remove all loose and honeycombed concrete, fins, and other surface irregularities.
- Concrete patching – After cleaning out all holes, honeycombs, and other area to be patched, moisten surface and apply non-shrinking grout or mixture of 1-part Portland Cement and 3-parts sands, taking care to match the concrete.
- The Concrete slab shall have a power trowel finish. The finish surface shall be smooth.

B. Unexposed Concrete

- All unexposed concrete shall have tie holes, honeycombs, and other holes filled with patching mortar as above. Fins and other irregularities shall be removed so as to present a uniform surface.
- Unexposed concrete will not require a rubbed finish after patching.

C. Penetrations

- All wall or floor penetrations by pipes, conduit and other inserts shall be sealed with non-shrinking grout around the entire penetration to provide a watertight finish.

If necessary, the Contractor may have access to power and/or water from the MaineDOT building.

Any damage caused to the area adjacent to the work area or any other MaineDOT property shall be fixed to the satisfaction of the Department at the Contractors expense.

Foundation Requirements Final Subgrade preparation and determination (including allowable bearing pressure, structural fill gradation requirements, compaction requirements and post-construction settlement analysis) beneath footings and slabs-on-grade and behind foundation walls shall be inspected by the Department.

All fill used to support foundations and slabs-on-grade shall consist of well-graded 1" crushed gravel. Structural slabs shall be constructed on a minimum 12" thick layer of structural fill soil with properties per the department. Presumed allowable soil bearing pressure used in design = 2,000 psf. Bearing capacities shall be verified by the department. Minimum frost depth cover = 4'-0" for exterior footings below final exterior grade. Contractor shall notify the department of any discrepancies.

Foundations shall bear on undisturbed native soil, unless noted otherwise. Bearing elevations shall be lowered where suitable soils are not encountered. Where over excavation has occurred, Contractor may place lean concrete on top of native soil. The Contractor shall notify the department if any unsuitable soils are encountered prior to placing foundations.

Foundation walls shall be backfilled simultaneously on both sides of the wall. Foundation walls and slab-on-grades shall reach their full 28-day compressive strength prior to backfilling. The Contractor shall provide temporary shoring/bracing for walls when backfill is placed prior to concrete achieving its full 28-day strength. Backfill for foundation walls is based on drained conditions. See architectural, civil, and mechanical drawings for foundation drainage system.

Protect foundations from frost and keep bottom of trench dry during construction. If groundwater is encountered near or above the base of the footings, excavations shall be dewatered during construction. Surface water shall be diverted away from excavations.

Contractor shall be responsible for the shoring and bracing of existing structures during excavation, backfilling, and construction. Contractor shall slope excavations to achieve soil stability.

Concrete Reinforcement Requirements Use deformed billet-steel reinforcing bars, grade 60, in conformance with ASTM A615. Reinforcement shall be accurately placed and supported prior to concrete placement, and shall be secured against displacement.

The Contractor shall submit reinforcing shop drawings to the department for review and acceptance prior to commencing fabrication. Reinforcement shall be detailed in accordance with ACI "manual of standard practice for detailing of reinforced concrete structures". Shop drawings shall show reinforcing steel placement details and sections.

Minimum Concrete Cover for Reinforcement

Concrete cast against and permanently exposed to earth: 3 Inches

Concrete exposed to earth and weather: 2 Inches

Concrete not exposed to earth or weather in slabs and walls (For primary reinforcement, ties, and stirrups: 1.5 Inches

Concrete not exposed to earth or weather in columns and beams: 1.5 Inches

Continuous reinforcement shall be tension lap spliced per lap splice length table, U.N.O. reinforcement hooks shall conform to standard hooks per ACI 318. Welding of reinforcement is not permitted, U.N.O.

Lap Splice Length Table

Bar Size	#3	#4	#5	#6	#7	#8	#9
Min Lap Splice (Inches)	18	24	30	36	48	64	81

Reinforcement hooks shall conform to standard hooks according to ACI 318.

Welding of reinforcement is not permitted. U.N.O.

Concrete Requirements All concrete work, including material selection, admixtures, mixing, and placement of concrete shall be in conformance with applicable building codes. In addition, reference the following concrete standards and specifications:

ACI 318 American concrete institute building code requirements for reinforced concrete

ACI 301 American concrete institute specifications for structural concrete American concrete institute specifications for structural concrete

ACI 308 standard practice for curing concrete standard practice for curing concrete

Required concrete parameters are as follows:

Location	Max W/C Ratio	F'C	Air Entrapment
Foundations, Footings, & Foundation Walls	0.52	4,350 PSI	5% - 7%
INT. Slab on Grade	0.47	4,350 PSI	1% - 4%
EXT. Slab on Grade	0.45	4,350 PSI	5% - 7%

Where: w/c = water to cement ratio and F'C = compressive strength of concrete at 28 days

Maximum aggregate size shall be, "in conformance with ASTM C33. 34", in conformance with ASTM C33. Use Portland cement type ii, in conformance with ASTM 150. Air entraining admixtures shall conform to ASTM C 260. Admixtures shall conform to "specification for chemical admixtures for concrete" ASTM C 494. Fly ash used as admixtures shall conform to ASTM c 618. Calcium chloride or admixtures containing calcium chloride is not permitted.

Maximum slump before the addition of a water-reducing admixture is 6 inches.

Concrete exposed to freezing and thawing, including foundations, footings, foundation walls, and interior slabs shall be air entrained with air content between 5% and 6%. Contractor shall not place concrete on frozen ground or in water. Adequate equipment shall be provided for heating concrete materials and protecting concrete during near-freezing or freezing weather. Reference section 502.08 cold weather concrete of "State of Maine, cold weather concrete of "State of Maine, of "State of Maine, Department of Transportation, Standard Specifications, revision of November 2014", for recommendations for cold weather concreting.

Contractor shall submit proposed concrete mix design and laboratory tests of fabricated cylinders verifying concrete strength or performance history of mix to the department for acceptance prior to placement of concrete. Concrete used on site shall be field tested by the department. Field testing information shall indicate slump, air content, and temperature. Compression test 1 cylinder at 7 days and 2 at 28 days. Hold an additional cylinder for a 56-day break, if necessary. Provide a set of 4 cylinders for each placement and per 50 cubic yards of concrete placed. The department shall provide all concrete testing.

Construction joints in walls are not permitted.

Anchor bolts shall conform to ASTM F1554. Anchor bolts shall have heavy hex nuts and lock washers.

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, current Contractor's Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses 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 Occupational Safety and Health Administration (OSHA).

The Apparent Low Bidder shall submit the Contractor's Safety Plan or the Project and Site Specific Safety Plan within 72 hours of bid opening or notification that the Apparent Low Bidder changed or the Department will reject the bid as non-responsive. Within 14 days, the Department will review the Apparent Low Bidder's Safety Plan. The Department will review a Project and Site Specific Safety Plan to evaluate if the Bidder has a reasonable understanding of job hazards of the expected contract work, has determined preventive measures to overcome these hazards and understands that the work is to be conducted in compliance with this special provision, Contract requirements and all applicable Federal, State, and local laws governing safety including all applicable laws and regulations of OSHA. Based on these submissions, the Department will make one of the following determinations: (1) Qualified - The Contractor has satisfied the post-bid, pre-award Safety Plan requirements or (2) Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department. There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

Failure by the Contractor to perform the Work in compliance with their submitted Safety Plan, Federal and State requirements, Contract provisions, applicable laws and regulations of OSHA when required or to substantially meet other contractual requirements will result in the following actions:

1st Incident: The Contractor will immediately eliminate all unsafe conditions brought to the Contractor's attention by the Department Resident or any other Department staff. If the Contractor does not take corrective action immediately upon receipt of verbal warning, the Department will issue a written warning.

2nd Incident: The Department will issue a written warning. The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract. Such Contractor will be prohibited from submitting a Bid for the Work in the event that the Work is re-advertised. Further, the Department may refuse to accept any Bid from the Contractor on any Project for a period of two years from the date of such refusal. The Department may then take any action that the Department determines is in the best interest of the Department including re-advertising the Work.

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.

Environmental Requirements and Waste Materials

A paper copy of the Maine General Permit must be kept on site. This permit can be found at: <https://www.nae.usace.army.mil/Portals/74/docs/regulatory/StateGeneralPermits/ME/Maine-General-Permit-2015.pdf>

Temporary Soil Erosion and Water Pollution Control: The Contractor shall provide continuous and effective soil erosion and water pollution. All water shall be handled so no dirty water will be leaving the site

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.

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.

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.

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.

Permits, Fees, and Notices The Contractor shall 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.

Measurement and Payment Each Concrete Building Slab will be measured for payment as one lump sum, complete in place and accepted.

The Concrete Building Slabs will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work called for in the contract, including labor, equipment and materials for building layout, construction, clean-up and other contract related incidentals necessary to complete the work.

All earthwork for the foundations, preparing and constructing the joint between the existing building and new concrete slab and final grading around the perimeter of the new concrete slab including any backslopes, loam, seed and mulch will be the responsibility of the Contractor.

Payment will be made under:

Pay Item

Pay Unit

815.00 Buildings – Concrete Building Slab

Lump Sum

Payout Schedule The Department will pay ten percent (10%) of the value of the contract upon award of the contract. Subsequent Progress payments, exclusive of retainage and Final Payment, will occur upon submission of invoices by the Contractor. The value of the invoice shall concur with the value of the work perform, as determined by the Department.

No payment shall be made when, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Contract or when the total value of the Work done since the last estimate amounts to less than \$5,000 dollars.

Submission of Invoices The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

At a minimum, invoices shall include the following information:

1. Contractor name, address & Contract Number
2. Invoice Date & Number
3. Dates of Work
4. Description and Location of Work
5. Quantities at the Prices contained in the Contractor's Bid
6. Percent complete of each Item priced at the Unit cost for each Item at the Unit Prices contained in the Contractor's Bid
7. Extra Work agreed to by written Contract Modification
8. Total amount due

Retainage The Department will pay one hundred percent (100%) of each approved Progress Payment until the Work is approximately fifty percent (50%) complete. Thereafter, the Department will deduct five percent (5%) of the amount of each Progress Payment as retainage.

The Department may hold, temporarily or permanently, retainage as needed to reflect amounts due to the Department under the Contract and to assure timely Completion of the Work in Conformity with the Contract. The Department may also disburse retainage to Subcontractors pursuant to 23 MRSA §52-A(2). For a related provision, see Subsection 104.5.6 – Subcontractors Claims for Payment

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

“MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.”

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

“The Bidder must Deliver its Bid in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project, location, WIN, and the words “Bid Enclosed”. 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 form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

Electronic Bids must be submitted to the appropriate electronic bid system before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment.”

102.11.1 Non-curable Bid Defects E. Delete the entire section 102.11.1 E and replace with the following:

- (1) “The unit price and bid amount is not provided if the item quantity is not one or lump sum, or
- (2) the unit price, bid amount or lump sum price is not provided if the item quantity is one or lump sum or
- (3) the lump sum contract price is not provided or
- (4) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

“The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.”

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

“F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

Amend this Section by adding the following:

“103.1a Tie Bids - In the case where two responsive bids from responsible bidders are equal monetarily, the Department shall determine the apparent low bidder by flipping a coin. The coin shall have sides clearly marked as heads and tails. The contractor whose first letter in their official company name that comes first in the alphabet shall be heads.

If there are three bids, each bidder will flip the coin and the bidder with the odd toss will be the winner. (i.e. if the results are two heads and a tails, the bidder who had tails is the winner). For a three way tie, bidders may flip their own coin or have the Contracts Engineer flip for them.

The coin flip will occur at the next bid opening by the Contracts and Specifications Engineer or a designee. The tied bidders may attend the coin flip in person or watch on the internet as they choose.”

In 103.3.2 Notice of Determination Revise this section by removing sections A – M and replacing with the following A - K:

(A) Default(s) or termination(s) on past or current Contracts.

(B) Failure on past or current Contracts to pay or settle all bills for labor, Materials or services;
to comply with directives of the Department, to fulfill warranty obligations, or to provide Closeout Documentation.

(C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.

(D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.

(E) Failure to accept an Award of a Contract made by the Department.

(F) Failure to provide information requested by the Department in a timely manner.

(G) Debarment, suspension or a denial of prequalification or 'award of contract' by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).

(H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.

(I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.

(J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.

(K) Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is "Not Qualified".

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

103.5 Award Conditions Replace the first paragraph with the following:

"The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations."

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract 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 and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.3 Traffic Control and Management Delete the entire section and replace with the following:

“The Department will provide traffic control.”