

**SALT SHED ROOF REPLACEMENT**

**SEDGWICK**

**WIN 025236.00**

**2019**

**Updated 4/28/2017**

# **STATE PROJECT**

**MAINTENANCE & OPERATIONS**

## BIDDING INSTRUCTIONS

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

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Agreement, Offer & Award form, e) a Bid Guaranty, f) the completed Contractor Information Sheet, and g) 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) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items.
4. Bid Guaranty acceptable forms are:
  - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
  - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
  - c) an electronic bid bond submitted with an electronic bid.
5. 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:
  - 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
- WIN:
- Town:
- Date of Bid Opening:
- Name of Contractor:

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.

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

Bid Enclosed: Do Not Open

WIN:

Town:

Date of Bid Opening:

Name of Contractor:

*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](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.**

**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](mailto:rebecca.snowden@maine.gov) or Diane Barnes at [diane.barnes@maine.gov](mailto:diane.barnes@maine.gov).**

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

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

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

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

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

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

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

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

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

\_\_\_\_\_ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

Bidders:

Please use the attached “Request for Information” form when 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](mailto: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.



### **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 **Salt Shed Roof Replacement** in the town of **SEDGWICK**" 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 **November 6, 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. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. 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 25236.00

Location: In Hancock County, project is located at the MaineDOT lot on Route 17, Sedgwick.

Outline of Work: Remove and replace the Salt Roof Dome, repair the concrete foundation 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, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler/Rick Gradie** at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto: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 Bangor. 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), payment in advance, all non-refundable.

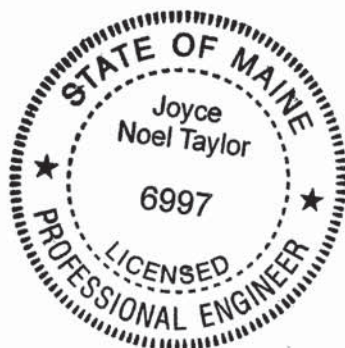
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5,000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

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  
October 23, 2019



A handwritten signature in black ink that reads "Joyce Noel Taylor".

JOYCE NOEL TAYLOR, P. E.  
CHIEF ENGINEER

**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 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 25236.00 for the Salt Shed Roof Replacement in the town of Sedgwick, County of Hancock**, 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 **July 25, 2020**. 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 quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

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

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in 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; and Contract Bonds contained herein for construction of **WIN 25236.00 for the Salt Shed Roof Replacement in the town of Sedgwick, County of Hancock**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

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

Third: To begin the Work 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.

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

Fifth: 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: Bruce A. Van Note, Commissioner

\_\_\_\_\_

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.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 25236.00 for the Salt Shed Roof Replacement in the town of Sedgwick, County of Hancock**, 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 **July 25, 2020**. 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 quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

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

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in 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; and Contract Bonds contained herein for construction of **WIN 25236.00 for the Salt Shed Roof Replacement in the town of Sedgwick, County of Hancock**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

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

Third: To begin the Work 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.

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

Fifth: 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: Bruce A. Van Note, Commissioner

\_\_\_\_\_

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)

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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 25236.00 for the Salt Shed Roof Replacement in the town of Sedgwick, County of Hancock, 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 **September 28, 2019.** 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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is           (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)            
          \$ (repeat bid here in numerical terms, such as \$102.10)           Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of **WIN 25236.00 for the Salt Shed Roof Replacement in the town of Sedgwick, County of Hancock**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

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

Third: To begin the Work 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.

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

Fifth: 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.



BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

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

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

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

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

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

ADDRESS .....  
.....  
.....

TELEPHONE.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **in the State of** \_\_\_\_\_, as principal,  
and.....

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

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

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

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

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

**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 -----25236.00-Sedgwick**

**Location of Project --Sedgwick, Hancock County**

**2019 Fair Minimum Wage Rates  
Building 2 Hancock 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	\$25.39	\$6.28	\$31.67
Backhoe Loader Operator	\$22.00	\$5.08	\$27.08	Laborers (Incl. Helpers & Tenders)	\$15.00	\$0.84	\$15.84
Boilermaker	\$24.00	\$9.00	\$33.00	Laborer - Skilled	\$17.00	\$2.79	\$19.79
Bricklayer	\$25.00	\$3.46	\$28.46	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	\$20.00	\$3.29	\$23.29	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	\$16.00	\$2.79	\$18.79	Oil/Fuel Burner Serv & Installer	\$23.00	\$3.51	\$26.51
Cement Mason/Finisher	\$18.00	\$2.79	\$20.79	Painter	\$19.00	\$3.14	\$22.14
Communication Equip Installer	\$22.20	\$3.67	\$25.87	Pipe/Steam/Sprinkler Fitter	\$22.50	\$4.06	\$26.56
Concrete Mixing Plant Operator	\$22.11	\$4.92	\$27.03	Plumber (Licensed)	\$25.00	\$3.85	\$28.85
Crane Operator =>15 Tons)	\$27.00	\$7.14	\$34.14	Plumber Helper/Trainee	\$20.75	\$3.07	\$23.82
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	\$23.92	\$2.82	\$26.74	Rigger	\$22.25	\$6.60	\$28.85
Electrician Helper/Cable Puller	\$15.75	\$0.95	\$16.70	Roofer	\$17.25	\$2.28	\$19.53
Excavator Operator	\$20.50	\$2.91	\$23.41	Sheet Metal Worker	\$17.85	\$2.95	\$20.80
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	\$26.50	\$3.22	\$29.72	Truck Driver - Heavy	\$17.00	\$1.09	\$18.09
Insulation Installer	\$22.25	\$3.59	\$25.84	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: B2-067-2019

A true copy

Filing Date: April 29, 2019

Attest:



Expiration Date: 12-31-2019

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

BLS 424BU (R2019) (Building 2 Hancock)

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION



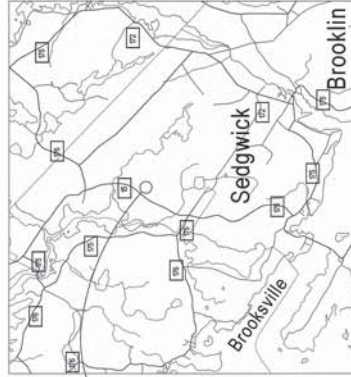
**SPECIFICATIONS**

Design: International Building Code 2009

**SEDGWICK  
SALT SHED ROOF REPLACEMENT**

**LIST OF DRAWINGS**

- 1 Title Sheet
- 2 Existing Roof Details
- 3 Proposed Roof Details
- 4 Proposed Concrete Repairs



PROJECT  
LOCATION

WIN 025236.00

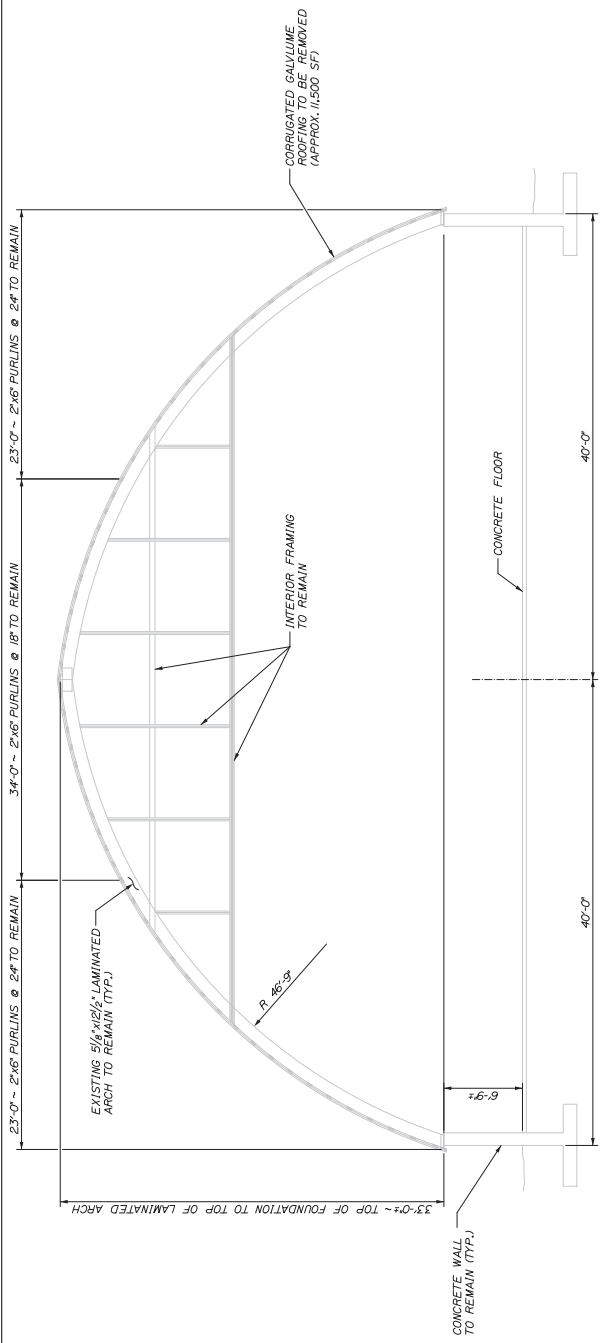
STATE OF MAINE DEPARTMENT OF TRANSPORTATION		PROJECT INFORMATION		PROGRAM		SEDGWICK SALT SHED		TITLE SHEET		SHEET NUMBER	
APPROVED: <i>[Signature]</i> DATE: 10-10-19		SIGNATURE: R. GRADE M. COLE C. DENWOOD ENGINEERING		PROJECT MANAGER: R. GRADE		PROGRAM: SEDGWICK SALT SHED		TITLE SHEET		1	
COMMISSIONER: <i>[Signature]</i> DATE: 10-10-19		P.E. NUMBER: <i>[Blank]</i>		CONTRACTOR: <i>[Blank]</i>		PROJECT RESIDENT: <i>[Blank]</i>		PROJECT RESIDENT: <i>[Blank]</i>		PROJECT RESIDENT: <i>[Blank]</i>	
CHIEF ENGINEER: <i>[Signature]</i> DATE: 10-10-19		DATE: <i>[Blank]</i>		PROJECT COMPLETION DATE: <i>[Blank]</i>		CONTRACTOR: <i>[Blank]</i>		PROJECT RESIDENT: <i>[Blank]</i>		PROJECT RESIDENT: <i>[Blank]</i>	

<b>PROJECT LOCATION:</b>	1.6 miles South along Route 15 from the Intersection of Route 15 and Route 176
<b>PROGRAM AREA:</b>	Highway Maintenance Program
<b>OUTLINE OF WORK:</b>	Removal and Replacement of Salt Storage Building Roof

DATE	
FIELD CHANGES	
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	
BY	
DATE	
MAC	APR 2019
CHKD	APR 2019
DESIGN-DETAILED	
M077	
P.E. NUMBER	
STATE OF MAINE	
REGISTERED PROFESSIONAL ENGINEER	

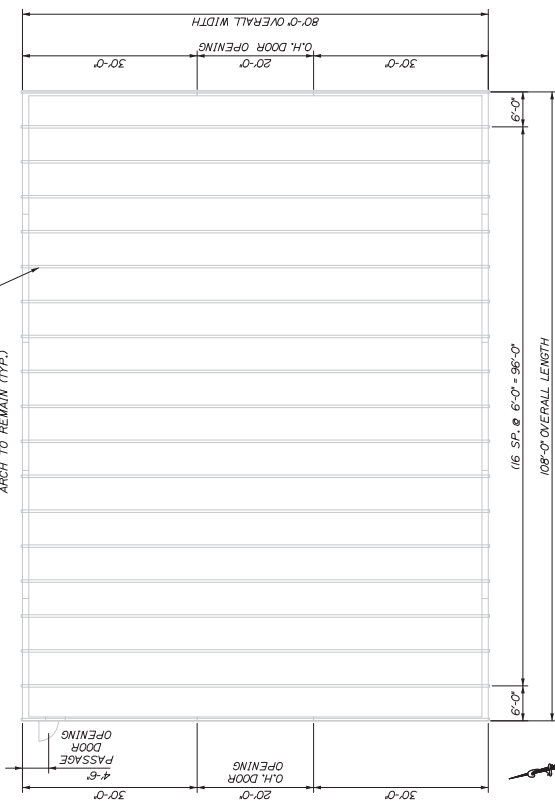
SEDGWICK SALT SHED  
EXISTING SALT SHED DETAILS

SHEET NUMBER  
2



NOTE: PURLINS SHALL BE INSPECTED ONCE THE ROOFING IS REMOVED. ANY DAMAGED PURLINS SHALL BE REPLACED AS REQD.

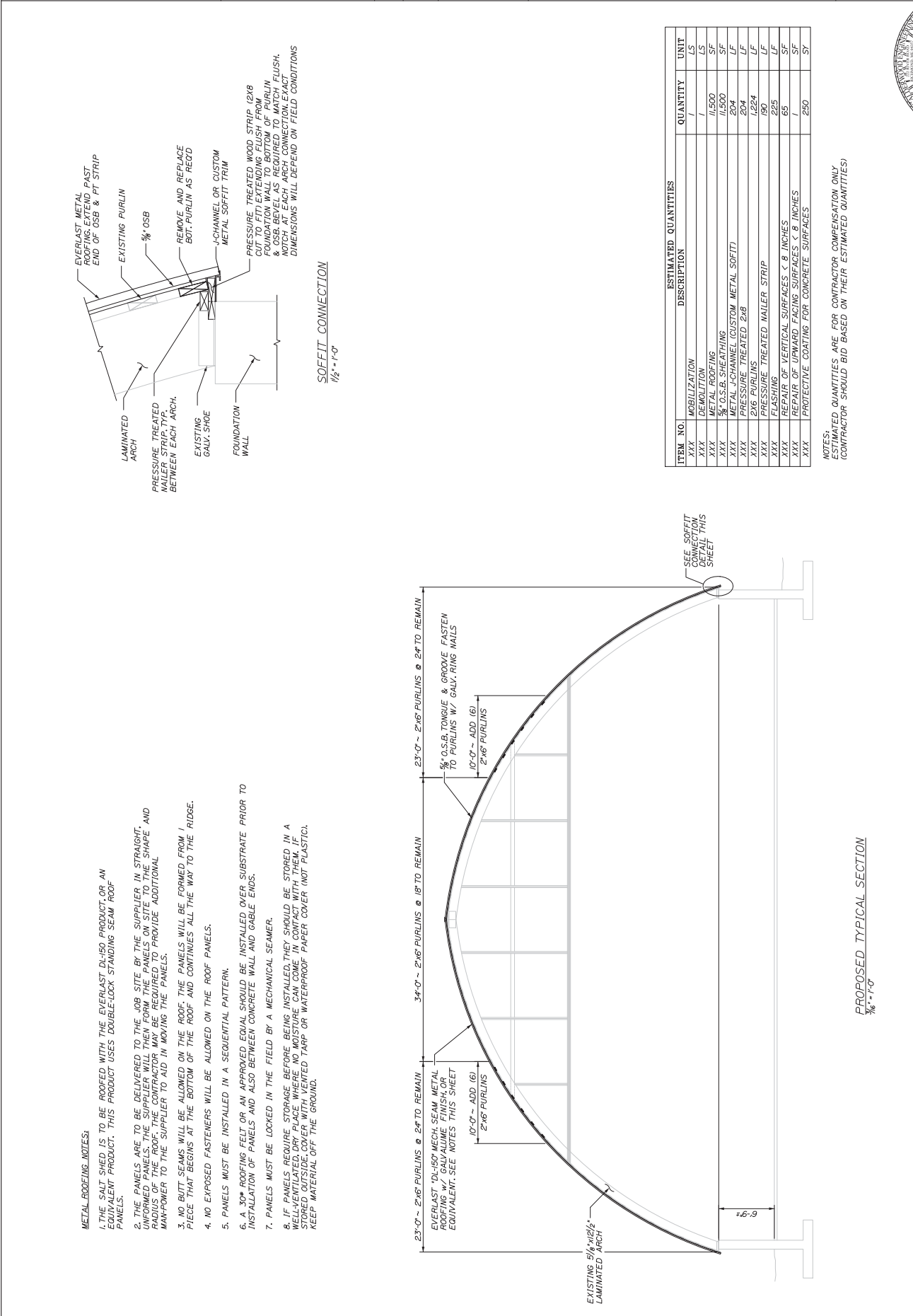
EXISTING TYPICAL SECTION  
5/8" x 1 1/2" LAMINATED ARCH TO REMAIN (TYP.)



NOTE: EXISTING PURLINS AND ROOFING NOT SHOWN FOR CLARITY  
ARCH LAYOUT PLAN VIEW  
1/8" = 1'-0"

NOTES:  
1. SALT SHALL BE COVERED PRIOR TO THE REMOVAL OF THE ROOFING. COVERING SHALL REMAIN IN PLACE UNTIL THE COMPLETION OF THE NEW ROOF.

CALDERWOOD ENGINEERING, ETC.  
STRUCTURAL ENGINEERING • DETAILING SERVICES  
222 RIVER RD. RICHMOND, ME 04257 PH: 603-731-2007 / FAX: 603-731-2008  
PREPARED FOR:  
STATE OF MAINE DOT  
SEDGWICK ME SALT SHED  
WIN 025236.00





### **GENERAL NOTES**

1. Any damage to the maintenance lot caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Department. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
2. All waste material not used on the project shall be disposed of in acceptable waste areas approved by the Department. Contractor is responsible for disposing of all materials associated with the project.
3. Loam and Seeding and as well as any backing up of any new Pavement areas and any area disturbed during this particular project shall be the responsibility of the Contractor
4. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control, February 2008. The Contractor Shall be responsible for the Erosion and Sediment Control
5. "Undetermined Locations" shall be determined by the Department.
6. The Contractor shall furnish and maintain portable toilets/ bathroom facilities during the construction period.
7. The Contractor will have access to power through the use of extension cords from the Departments camp(s) Buildings.

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 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 Department may require an Apparent Successful Bidder 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. The Contractor must have more than 5 years with more than one project per year of experience in self supported, panelized construction domes including repairing and replacing panels, plugs and bracing, and engineering additional bracing, bracing replacement, panel replacement and panel repair.

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 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 105 Safety Plan. 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 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, for completeness, conformity with Federal and State requirements, Contract provisions, applicable laws and regulations of Occupational Safety and Health Administration (OSHA) 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 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  
(Working Drawings)

105.7.4 Submittal Requirements: The Contractor shall indicate the order of preference for review and return of Working Drawings and organize all Drawings in the order of their importance.

The Contractor shall submit Working Drawings in electronic form. Submittals shall be sent concurrently to the Resident and the Design Engineer. The Design Engineer will return annotated files through the Department.

At the preconstruction meeting, it will be determined the protocol for transferring files to and from the responsible entities. Such protocol shall include, but not be limited to, a well-defined naming convention and a network for transferring digital files.

The Contractor shall review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Any deviations from specifications, corrections, or field dimensions shall be noted before submitting to the Engineer.

All submittals shall use the same system of units as that used in the Department's Plans.

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Safety Plan)

In order to be awarded a construction contract, the Bidder must have a current, applicable Safety Plan on file with the Department or must submit to the Department's Bureau of Maintenance & Operations, 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 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's Project and Site Specific Safety Plan shall address the specific activities or tasks that require protection and establish the procedures that are to be followed to minimize the hazard. Specific statements which describe both what action is to be taken and how it is to be performed are preferable. The plan shall address the following items which include, but are not limited to:

1. Personal Protective Equipment
2. Hazard Communication
3. Emergency Response
4. Tools – Hand and Power
5. Silica Exposure Control and Respirator Program
6. Lifting and Rigging
7. Fall Prevention/Fall Protection
8. Scaffolding/Ladders/Aerial Lifts

If a submittal is required, the Department will notify the Apparent Successful Bidder of the required submittal of the Contractor's Safety Plan or the Project and Site-Specific Safety Plan and the Bidder shall submit two copies or an electronic copy to the Department within seven (7) days of the notice 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. 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 a Safety Plan in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions, changes and clarifications. The Bidder will have no additional opportunity to submit, modify or clarify information. The Department will not provide an opportunity for the Bidder to meet.

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.
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 be considered a violation and may result in the following actions:

All Incidents: The Contractor will immediately eliminate all unsafe conditions brought to the Contractor's attention by the Department or any other representative of the Department. The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

1<sup>st</sup> Incident: If the Contractor has previously received a verbal warning for the same or similar unsafe conditions or does not take corrective action immediately upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: 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.

SPECIAL PROVISION  
SECTION 105  
General Scope of Work  
(Limitations of Operations)

The Contractor must notify the Department 24 hours prior to any change in work schedule.

Work can be performed at any time except Sundays and Holidays and as provided in Special Provision, Section 107, Contract Time.

The Contractor shall notify the Department of the presence of any deteriorated or damaged components of the roof. The Department has 24 hours following such notice to inspect the area and determine the extent, if any, of the replacement or repair. The Contractor shall make provisions to allow safe access to the work for the Department to inspect the work. No components of the roof or other components shall be replaced until authorized by the Department

**SPECIAL PROVISION**  
**SECTION 107**  
**Time**  
**(Contract Time)**

The specified Contract Completion Date is July 25, 2020.

The Contractor will be allowed to commence work anytime after May 4, 2020 provided that all required plans/submittals have been received and 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.

The Contractor shall not carry on construction operations on Sundays or Holidays unless authorized by the Department. The Department will allow for Sunday 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.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. 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. 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 108 Payment Schedule**

This Section contains general provisions related to payment including measurement of quantities, progress payment(s), retainage, the right to withhold payment, and other payment-related terms.

**108.1 PAYMENT**

**108.1.1 Lump Sum Price.**

Payment for all Work associated with this contract shall be paid as a Lump Sum Price as shown in the Schedule of Items.

**108.1.2 Scope of Payment.**

Payments to the Contractor shall be full compensation for the design, fabrication, materials, equipment, labor, construction and overall project management for performing all work under this 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. 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. Failure to provide the Department the opportunity to inspect the Work
- J. Substantial evidence that the Project cannot be completed for the unpaid balance,
- K. Substantial evidence that the amount due the Department will exceed the unpaid balance

108.1.3 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.

108.1.4 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

**108.3 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 PROVISION**  
**SECTION 815**  
**Buildings**

Description The work shall consist of the removal and replacement of the roof and concrete repair of the Salt Shed building at the Maine Department of Transportation Lot located on Route 15 in Sedgwick, Maine in accordance with these contract documents.

Materials All materials and components shall be as detailed, noted, and specified on Contract Plans and Special Provisions for Concrete (SP03300), Rough Carpentry (SP 06100), and Roofing (SP 07611); except as otherwise authorized in writing by the Department.

Construction All work shall comply with details and specifications of the Contract Documents.

All work shall meet the requirements of governmental agencies having jurisdiction and comply with applicable standards and codes. The Contractor shall submit two (2) copies of shop drawings to Department for review at least fifteen (15) days prior to incorporation into the work. Shop drawings shall be approved prior to incorporation into the work.

The shop drawings/plans shall be sealed by a Maine Licensed Professional Engineer. Contractors shall have an engineer of record, licensed in Maine with adequate prior building experience.

Roof and flashing colors shall be selected by Department from manufacturer's standard colors.

The existing metal roofing shall be removed and disposed of in accordance with applicable federal, state and local laws and regulations. Materials and shop drawings must be submitted to the Department for review prior to start of work. Plywood and roofing shall be mechanically attached. All materials shall be stored, handled and installed in accordance with manufacturer's recommendations. The completed installation for the roof shall conform, to all applicable National, State and local codes. The Contractor shall remove all construction debris and dispose of it in accordance with federal, state and local regulations.

For concrete sections, no backfill shall be placed until the masonry has been in place at least 14 days or until concrete cylinders cured with the structure establish that design strength has been reached.

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.

Submittals The Contractor shall submit manufacturers' specifications, product data and installation instructions for all items furnished. 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.

#### Delivery, Storage, and Handling

- Store materials off the ground and protected from the weather.
- Deliver products in manufacturers' original containers, dry, undamaged, with seals and labels intact.

#### Installation

- Installation, handling and storage of all materials shall comply with manufacturer's instructions and recommendations.

- 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.
- Complete installation to provide weathertight service.
- Completed installation for the roof shall conform, to all applicable National, State and local codes

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.

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.

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 Procedures The Contractor shall complete final cleaning requirements, including touchup painting, touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

Final Cleaning The Contractor shall clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program and comply with manufacturer's written instructions.

1. 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.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Remove tools, construction equipment, machinery, and surplus material from Project site.
4. Remove snow and ice to provide safe access to building.
5. 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. Restore reflective surfaces to their original condition.
6. Remove debris and surface dust from limited access spaces, work areas, and similar spaces.
7. Sweep concrete floors broom clean in unoccupied spaces.
8. Remove labels that are not permanent.
9. 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.
10. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
11. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances. Replace parts subject to unusual operating conditions.

Closeout Documentation The following documents shall be added to the required list of closeout documentation:

Project Record Drawings  
Warranties

The Contractor shall prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.

Warranty The Contractor shall guarantee work for one (1) year from date of Final Acceptance by the Department. The Contractor shall guarantee the roof system to be watertight and free of defects for three (3) years after the date of Final Acceptance by the Department. The Physical Work must be Complete and in Conformity with the Contract and the Closeout Documentation, exclusive of the All Bills Paid and Request for Final Payment Letters, 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 Owner. 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 owner, 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.

Method of Measurement The Roof replacement will be measured for payment as one lump sum, complete in place and accepted.

Basis of Payment The Roof repair will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work indicated on the plans and as called for in the contract, including all labor, equipment and materials for removal and replacement of the roof, repairing concrete and other contract related incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
815.00 Building - Roof Replacement	Lump Sum

**SPECIAL PROVISION**  
**SECTION 03300**  
**CAST-IN-PLACE CONCRETE**

**PART 1 – GENERAL**

**1.1 Summary**

- A. This work shall consist of furnishing and constructing all cast-in-place Portland Cement Concrete as shown on the contract drawings and as required to complete the work. This work shall include all removal of concrete, steel reinforcement, form work, anchor bolts, sleeves and any other accessories necessary to complete the work.

**1.2 References**

- A. All work shall comply with the applicable provisions of the following codes:
1. American Concrete Institute ACI-318-08 “Building Code Requirements for Structural Concrete and Commentary”.
  2. American Concrete Institute ACI-301-10 “Specifications for Structural Concrete”.
  3. Concrete-Reinforcing Steel Institute CRSI Handbook, 10<sup>th</sup> Edition.
  4. ASTM C94 Standard Specification for Ready-Mixed Concrete.

**1.3 Submittals**

- A. At least 15 days prior to the first placement, a concrete mix design shall be submitted by the contractor to the Department for approval. No concrete shall be placed on the project until the concrete mix design has been approved by the Department. The mix design submitted by the Contractor to the Department shall include the following information:
1. Description of individual coarse aggregate stockpiles, original source, bulk specific gravity, absorption and gradation. A combined coarse aggregate blended gradation shall be provided.
  2. Description of fine aggregate, original source, bulk specific gravity, absorption, colorimetric, gradation, and Fineness Modulus (F.M.).
  3. Description and amount of cement.
  4. Target water-cement ratio.
  5. Target water content by volume.
  6. Target strength.
  7. Target air content, slump and concrete temperature.
  8. Target concrete unit weight.
  9. Type and dosages of air entraining and chemical admixtures.

- B. Approval by the Department will be contingent upon the ability of the mix design proportions to produce the concrete strength requirement and other factors that may affect durability.
- C. The Contractor shall provide the Department with at least two copies of shop drawings for all reinforcing steel and other accessories to be cast-in-place. Shop drawings shall be submitted at least 15 days in advance of concrete placement and shall be reviewed by the Department prior to placement.

#### 1.4 Testing

- A. Concrete acceptance testing will be performed by the Department. The Department will determine the acceptability of the concrete through a quality assurance program. Quality assurance tests will include compressive strength and air content. Concrete sampling for quality assurance tests will be taken at discharge point, with pumped concrete sampling taken at the discharge end of the pump line.
- B. Compressive strength tests will be completed by the Department in accordance with AASHTO T22 at 28 days, except that no slump will be taken. The test average of two concrete cylinders will determine the compressive strength.
- C. Testing for entrained air in concrete, at the rate of one test per subplot, shall be in accordance with AASHTO T152.
- D. Concrete not meeting the standards implied in these specifications or as indicated on the Drawings shall be removed and replaced by the Contractor and no cost to the Department.

#### 1.5 Quality Assurance

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment. Measuring and batching of materials shall be performed at a Department approved batching plant.
- B. Determination of the concrete cover over reinforcing steel for structural concrete shall be made prior to concrete being placed in the forms. Bar supports, chairs, slab bolsters, and side form spacers shall meet the requirements of CRSI Chapter 3, Section 2.5 Class 1, Section 2.6 Class 1A or Section 4. All supports shall meet the requirements for type and spacing as stated in the CRSI Manual of Standard Practice, Chapter 3. Concrete will not be placed until the placing of the reinforcing steel and supports have been approved by the Department. If the Contractor fails to secure Department approval prior to placement, the Contractor's failure shall be cause for removal and replacement at the Contractor's expense. The Contractor shall notify the Department at least 48 hours prior to the placement, when reinforcing steel will be ready for checking. Sufficient time must be allowed for the checking process and any needed repairs.

PART 2 – PRODUCTS

2.1 Concrete

- A. Materials shall meet the requirements specified in the following sections of Division 700 Materials of the “State of Maine, Department of Transportation, Standard Specifications, November 2014”
- |   |          |
|---|----------|
| 1. Portland Cement and Portland Pozzolan Cement                         | 701.01   |
| 2. Water  | 701.02   |
| 3. Air Entraining Chemical Admixtures                                   | 701.03   |
| 4. Water Reducing Chemical Admixtures                                   | 701.04   |
| 5. High Range, Water Reducing, Chemical Admixture                       | 701.0401 |
| 6. Set Retarding Chemical Admixtures                                    | 701.05   |
| 7. Curing Materials   | 701.06   |
| 8. Water Stops  | 701.07   |
| 9. Smoothed Surface Asphalt Roll Roofing (Formerly Heavy Roofing Felt). | 701.08   |
| 10. Fly Ash   | 701.10   |
| 11. Calcium Nitrate Solution, Chemical Admixture                        | 701.11   |
| 12. Silica Fume   | 701.12   |
| 13. Ground Granulated Blast Furnace Slag                                | 701.13   |
| 14. Fine Aggregate for Concrete   | 703.01   |
| 15. Coarse Aggregate for Concrete                                       | 703.02   |
| 16. Alkali Silica Reactive Aggregates                                   | 703.0201 |
| 17. Preformed Expansion Joint Filler                                    | 705.01   |
- B. Cement
1. Cement shall be Portland Cement conforming to ASTM C-150 for Type I, II or III as specified.
- C. Aggregates
1. Concrete aggregate shall conform to ASTM Specification C-33. All aggregates shall be free from frozen materials and other impurities.
  2. Fine aggregates shall be clean sand free from clay, loam and other deleterious substances.
  3. Coarse aggregate shall be durable, clean, crushed stone or gravel, free from clay, loam and other deleterious substances.
- D. Water
1. Water shall be clean and potable containing no deleterious impurities which may be harmful to concrete or accessories.
- E. Admixtures
1. Prohibited admixture: Calcium chloride, thiocyanates or admixture containing more than 0.05% chloride ions are not permitted.

2. All admixtures products shall be listed on the Maine DOT Qualified Products List. (<http://www.maine.gov/mdot/tr/qpl/index.htm>).
3. Certification: Written conformance to the above-mentioned requirements and the chloride ion content of the admixture will be required from the admixture manufacturer prior to mix design review by the Department.

## 2.2 Steel

- A. Reinforcing steel shall conform to ASTM A-615 and be of an approved manufacturer. All bars shall be new, Grade 60 and shall be at the sizes shown on the drawings.
- B. All reinforcing steel shall meet the requirements of Reinforcing Steel, Section 709.01 of the “State of Maine, Department of Transportation, Standard Specifications, November 2014”.
- C. Steel accessories shall be at the sizes and types as shown on the Drawings unless otherwise specified and shall include all spaces, chairs, ties and other devices for properly spacing, supporting and fastening reinforcement in place. Anchor bolts shall be F1554, Grade 36 or better and of the sizes and types shown on the Drawings. All anchors and fasteners shall be hot dip galvanized per ASTM A123/A153 as applicable. Verify location of anchor bolts to verify they do not interfere with stud layout or other related work prior to casting concrete. Additional angles and other steel accessories shall be hot dip galvanized.
- D. All reinforcing steel shall be epoxy coated.

## 2.3 Accessories

- A. Non-shrink Grout shall be listed on the Maine DOT Qualified Products List (<http://www.maine.gov/mdot/tr/qpl/index.htm>).

## 2.4 Joint Sealants

- A. Joint filler shall be listed on the Maine DOT Qualified Products List (<http://www.maine.gov/mdot/tr/qpl/index.htm>).

## 2.5 Protective Coating for Concrete Surfaces

- A. Protective coating shall be a Silane concrete sealer product from the approved products list or approved equal and shall be applied to the top of the foundation walls and the exposed interior face of the foundation walls.

## PART 3 – EXECUTION

### 3.1 Concrete Proportioning

A. Concrete shall conform to the following requirements

Use	Min. Strength 28 Day- psi	Max. Size Coarse Agg	% Air (1%)	Min-Max Slump	Min Chem. Fac.	Max W/C
Footing, Walls	4000	3/4"	6-9*	2-4**	611 #/CY	0.45

\*Target Air is 7.5% with -1.5%; +1.5% Range

\*\*Min-Max slump is before the addition of water reducing admixtures.

### 3.2 Formwork

- A. All construction form work shall be of sufficient strength and construction to safely withstand the loads imposed, conforming to ACI 347. Forms shall be suitably tied and/or bolted together to maintain the specified dimensions. 3/4-inch chamfer strips shall be placed at all exposed corners unless otherwise specified.
- B. Materials – Forms shall be smooth, treated plywood or steel. Plywood forms shall be coated with form oil and steel forms shall be coated with water or other approved substances to facilitate removal. Only non-staining substances shall be used.
- C. All foreign matter within the forms shall be removed before depositing concrete in them.
- D. All forms shall be inspected and approved by the Department prior to placing any concrete within them.
- E. Build into the forms all collars or sleeves required for piping and wiring, and any anchors and inserts as shown on the Drawings.
- F. Forms shall be left in place until the concrete has developed 80 percent of the design strength, and proven by a break of two cylinders. The formwork may be removed 48 hours after the completion of the concrete placement with the approval of the Department and when the following conditions are met:
  1. Immediately after the forms are removed, defects in the concrete surface shall be repaired in accordance with section 502.13 of the “State of Maine, Department of Transportation, Standard Specifications, November 2014” and the repaired area is thoroughly dampened with water. The surfaces of exposed concrete shall be cured for the remainder of the 7-day curing period by the application of a product listed on the Maine Department of Transportation Prequalified list of curing compounds. The curing compound shall be applied continuously by an approved pressure spraying or distributing equipment at a rate necessary to obtain an even, continuous membrane, meeting the manufacturer’s recommendation but at a rate of not less than 1 gal/200ft<sup>2</sup> of

surface. Other methods of curing concrete may be used with the prior approval of the Department.

2. Forms and false work, including blocks and bracing, shall not be removed without the consent of the Department. The Department's consent shall not relieve the Contractor of responsibility for the safety of the work. In no case shall any portion of the wood forms be left in the concrete. As the forms are removed, all projecting metal devices that have been used for holding the forms in place shall be removed in accordance with Section 502.10 and the holes shall be filled as required in Section 502.13 of the "State of Maine, Department of Transportation, Standard Specifications, November 2014".
- G. Forms shall be removed so as not to damage the concrete.

### 3.3 Placing Concrete

- A. Placing of all concrete shall be done in accordance with Section 502.10 of the "State of Maine, Department of Transportation, Standard Specifications, November 2014"
- B. All concrete shall be placed before it has taken its initial set, in any case, as specified in Section 502.10. Concrete shall be placed in horizontal layers in such a manner as to avoid separation and segregation. A sufficient number of workers for the proper handling, tamping and operation of vibrators shall be provided to compact each layer before the succeeding layer is placed and to prevent the formation of cold joints between layers. Care shall be taken to prevent mortar from spattering on structural steel, reinforcing steel and forms. Any concrete or mortar that becomes dried on structural steel, reinforcing steel or forms shall be thoroughly cleaned off before the final covering with concrete. Following the placing of the concrete, all exposed surfaces shall be thoroughly cleaned as required, with care not to injure any surfaces.
- C. Concrete in any section of a structure shall be placed in approximately horizontal layers of such thickness that the entire surface shall be covered by a succeeding layer before the underlying layer has taken its initial set. Layers shall not exceed 18in in thickness and shall be compacted to become an integral part of the layer below. Should the placement be unavoidably delayed long enough to allow the underlying layer to take initial set or produce a so-called "cold joint", the following steps shall be taken:
  1. An incomplete horizontal layer shall be bulk-headed off to produce a vertical joint.
  2. Horizontal joints shall be treated as required in Section 502.10(F) of the "State of Maine, Department of Transportation, Standard Specifications, November 2014"

3. Portland cement concreted with a high range, water reducing admixture shall not be placed when the concrete mix temperature is below 40°F or above 85°F.
  4. Fresh concrete, threatened with rain damage shall be protected by approved means. Sufficient material for covering the work expected to be done in one day shall be on hand at all times for emergency use. The covering shall be supported above the surface of the concrete.
- D. Transit Mix – Concrete mixed in transit mixers shall be placed within 90 minutes of addition of water at the plant. Delivery tickets shall state the time of water addition or departure from the plant if this is within 10 minutes. If the concrete cannot be placed within the specified time limitations, the Department may require that all cement be added at the job site. No additional water shall be added without consulting the Department. Any additional water added to the concrete on the site is the Contractor's sole responsibility and risk. The contractor shall provide a Certificate of Compliance for each truckload of concrete to the Department at the time of the load placement. The Certificate of Compliance shall be a form acceptable to the Department and shall include the following:
1. Contract Name & Number
  2. Facility/Building Name
  3. Manufacturing Plant (Batching Facility)
  4. Name of Contractor (Prime Contractor)
  5. Date
  6. Time Batched/Time Discharged
  7. Truck No.
  8. Quantity (Quantity Batched this Load)
  9. Type of concrete by Class and Producer Design Mix No.
  10. Cement Brand or Type, and Shipment Certification No.
  11. Temperature of Concrete at Discharge
  12. Target Weights per cubic yard and Actual Batched Weights for:
    - Cement
    - Coarse Concrete Aggregate
    - Fine Concrete Aggregate
    - Water (including free moisture in aggregates and water added at the project)
    - Admixtures Brand and Quantity (fluid ounces/cubic yard)
  13. Air Entraining Admixture
  14. Water Reducing Admixture
  15. Other admixtures
  16. Placement Location
- E. Vibration
1. Power vibrators shall be provided to thoroughly consolidate and compact the concrete. Vibrators shall not be used to push or move concrete laterally in forms. Excessive vibration will not be permitted. A minimum of two power vibrators shall be on the site when pouring the concrete.

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2. Vibrators shall be an approved type, with a frequency of 5,000 to 10,000 cycles per minute and shall be visibly capable of properly consolidating the designed mixture.
3. Sufficient vibrators shall be used to consolidate the incoming concrete within 5 minutes after placing.

### 3.4 Protection of Concrete

- A. All concrete shall be placed/protected in accordance with Section 502.08 Cold Weather Concrete of the “State of Maine, Department of Transportation, Standard Specifications, November 2014”
- B. Fresh concrete shall be protected from rain, cold and excessive temperature. Concrete shall be placed at temperatures between 40°F and 90°F. When outside air temperatures are below 40°F, materials shall be heated and maintained above 50°F for at least 5 days after placement.
- C. All concrete surfaces, if not protected by forms, shall be kept thoroughly wet either by sprinkling or by the use of wet burlap, cotton mats or other suitable fabric until the end of curing period. Polyethylene sheets shall not be placed directly on the concrete, but may be placed over the fabric cover to prevent drying except as provided in 3.2 Formwork, Section F.

### 3.5 Protective Coating of Concrete Surfaces

- A. A protective coating, consisting of a Silane concrete sealer from the Maine DOT approved products list or equivalent, shall be applied to the top of the foundation walls and the exposed interior face of the foundation walls.
- B. On surfaces to be treated, all voids shall be filled with mortar and the entire surface shall be dressed by dry rubbing to remove form marks and blemishes to present a neat appearance. The concrete shall remain dry for at least 48 hours before treatment and shall be free of laitance, oil, grease, dirt and dust. All traces of dust shall be removed immediately before applying linseed oil mixture. The treatment shall not be done until at least 14 days after casting the concrete.
- C. Enough material shall be used to coat the surfaces thoroughly. Two coatings shall be applied 24 hours or more apart. The minimum rates of application shall be 0.025 gal/yd<sup>2</sup> for the first coat and 0.015 gal/yd<sup>2</sup> for the second coat. The method of application may be dependent on available equipment. Hand spray methods or pressure distributors may be used and application by rollers or brushes may be desirable for some locations.
- D. Twenty-four hours after application, excess coating materials, if any, must be removed.

- E. Temperature of the concrete to be treated shall be above 40°F at the time of application.

### 3.6 Finishing

#### A. Exposed Concrete

1. After the removal of forms, remove all form ties to at least 1 inch below surfaces. Remove all loose and honeycombed concrete, fins and other surface irregularities.
2. Concrete patching – After cleaning out all holes, honeycombs and other areas to be patched, moisten surface and apply non-shrink grout or a mixture of one-part Portland Cement and 3 parts sand, taking care to match the concrete.
3. All concrete which will be exposed to view, shall be hand rubbed using carborundum bricks, burlap or other approved method. Finished surfaces should present a smooth, even appearance of uniform color.

#### B. Unexposed Concrete

1. 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.
2. 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-shrink grout around entire penetration to provide a watertight finish.

3.7 All concrete mixes must be batched and designed in accordance with this specification and the approved design.

**SPECIAL PROVISION**  
SECTION 06100  
ROUGH CARPENTRY

PART 1 – GENERAL

1.1 Summary

- A. This work consists of all labor, materials and equipment necessary to complete the work as shown on the Drawings and as specified herein.

1.2 References

- A. International Building Code, Latest Edition.

1.3 Workmanship

- A. Only experienced personnel shall be engaged in this work.

1.4 Delivery, Storage and Handling

- A. Deliver the materials to the job site and store in a safe area, out of the way of traffic, shored up off the ground surface and covered to protect from weather.

PART 2 – PRODUCTS

2.1 Dimension Lumber

- A. Dimension lumber shall be Eastern Spruce or other wood approved by the Department and shall comply with grading requirements of the Northeastern Lumber Manufacturers Association for Common, Number 2 or better, and shall bear the grade stamp.
- B. When specified on the Plans or in part 4, stress grade structural lumber shall be provided. Stress grade lumber shall bear appropriate stamp for the specified grade and species.
- C. Wood for pressure treating and special installation shall be southern yellow pine meeting the requirements of the Southern Pine Inspection Bureau (SPIB) for Number 2 or better.
- D. All lumber shall not exceed 19% moisture content.

2.2 Plywood

- A. All plywood shall be 4/5-ply minimum and shall comply with U.S. Product Standard PS-1 for softwood plywood and shall bear the specified grade and stamp of the American Plywood Association.
- B. Unless otherwise shown on the Drawings, plywood shall meet the following requirements:

<u>Use</u>	<u>Thickness</u>	<u>Grade</u>	<u>Glue</u>	<u>Span Rating</u>
Roof	5/8" T&G	OSB Structural 1	Exterior	40/20

- C. All OSB shall be “Advantech” by Huber Industries coated oriented strand board (OSB) sheathing in lieu of exterior wall sheathing.

2.3 Accessories

- A. Nails shall be new, galvanized as appropriate, common nails of appropriate lengths and sizes to adequately join the wood. Use galvanized where exposed to weather or pressure treated lumber or where shown on the Drawings.
- B. Special Nails shall be used where shown on the Drawings or as recommended by manufacturer.
- C. Glue shall be an all-purpose subfloor and construction adhesive, suitable for interior and exterior use, as manufactured by DAP, GE, Ohio Sealants, of approved equivalents.

2.4 Pressure Treated Lumber (P.T.)

- A. Lumber or plywood in contact with ground or fresh water shall be treated in accordance with AWWA Standards C2 and LP-22 and shall be rated 0.60 retention.
- B. Lumber in direct contact with concrete, masonry, or steel, not in contact with soil or fresh water shall be treated in accordance with AWWA Standards C2 and LP-2 and shall be rated 0.40 retention.
- C. Pressure treatment shall be water borne chromate copper arsenate (ACQ).
- D. Wood shall be dried after treatment.

### PART 3 – EXECUTION

#### 3.1 Removal

- A. During the removal of the roofing the Contractor shall adequately brace the existing arches to insure they will remain in place and will not be damaged by any movement.
- B. Prior to removal of the roofing the Contractor shall cover the salt from moisture. This cover shall remain in place until the completion of the roofing.
- C. Remove existing corrugated Galvalume roofing careful not to damage any existing structural members including purlins and laminated wooden arches. If any damage occurs due to the removal of the existing roofing it shall be replaced at no additional cost to the department.

#### 3.2 Inspection & Repair

- A. Contractor shall inspect the roofing members to insure there is no damage to the structure.
- B. When replacement of members is required, carefully select individual lumber pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing.
- C. Cut out and discard defects which render a piece unable to serve its intended function.
- D. Lumber will be rejected by the Department if it is excessively warped, twisted, bowed, mildewed or molded, as well as if it is improperly installed.

#### 3.3 Plywood Sheathing

- A. Unless otherwise specified or approved by the Department, install plywood with the face grain perpendicular to framing and central joints over supports. Leave 1/16-inch gap where adjacent plywood panels meet.
- B. Stagger plywood joints so that all joints do not lie on the same support. Nail as shown in the recommended fastening schedule in this Section.

#### 3.4 Nailing

- A. Use galvanized nails except as otherwise indicated. Make tight connections between members. Countersink nail heads on exposed carpentry work and fill holes.
- B. Install fasteners without splitting wood; pre-drill as required.
- C. All nailing shall comply with the IBS, Recommended Fastening Schedule (found in table 2304.9.1), unless special requirements are shown on the Drawings.

3.5 Concrete Bearing

- A. All wood which bears against concrete, earth, steel or masonry shall be pressure treated as specified on the Drawings or as approved by the Department.

**SPECIAL PROVISION**  
SECTION 07611  
METAL ROOFING

PART 1 - GENERAL

1.1 Summary

- A. Work included shall consist of installing a standing seam metal roofing complete with concealed fasteners and accessories for a water tight system. Metal roofing shall be continuous, contoured to the profile of the roof arch, with no butt seams.

1.2 Quality Assurance

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

1.3 Submittals

- A. 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 and assigned a number by the manufacturer.
- B. 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.
- C. Submit written approval of contractor by manufacturer.
- D. Submit sample warranty and maintenance instructions.

1.4 Warranty

- A. Provide manufacturer's written twenty-year warranty for weather tightness against leaks in roof panels cause by ordinary wear and tear under normal weather conditions.

- B. Roof finish coating shall be warranted against rust, peeling, chipping, cracking and blistering for a period of twenty years.
- C. Contractor shall provide written three-year warranty, guaranteeing the roof system to be watertight and free of defects.
- D. Contractor shall provide detailed instructions for preventative maintenance and noting a list of harmful substances that may damage roofing.

## PART 2 – PRODUCTS

### 2.1 Roof Panels

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

### 2.2 Fasteners

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

### 2.3 Flashing

- A. Flash all other roof penetrations.
- 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.

### 2.4 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.

### 2.5 Fascia, Trim and Accessories

- A. Fascia and metal trim shall be prefinished 0.040 aluminum or 24 gauges galvanized steel.
- B. Ridge cap shall be a continuous venting metal ridge cover, as provided by the roofing manufacturer.

## 2.6 Acceptable Manufacturers

- A. Everlast Metals
- B. Approved Equivalent

## 2.7 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. Movement of roof panels relative to other panels shall be accommodated by the use of clips that allow movement of up to 1” in either direction.
- C. Ridge assembly shall be designed to allow roof panels to move lengthwise with expansion/contraction as the roof panel temperature changes. Parts shall be factory pre-punched for correct field assembly. If panels are formed in the field by manufacturer, panels may be punched in field as required by manufacturer. Panel closures and interior reinforcing straps shall be installed to seal the panel ends at the ridge. The attachment fasteners shall not be exposed on the weather side. A lock seam plug shall be used to seal the lock seam portion of the panel. A hi-tensile steel ridge cover shall span from panel closure to panel closure and flex as the roof system expands and contracts.

## PART 3 – EXECUTION

### 3.1 Inspection

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

### 3.2 Installation

- A. Fasten metal panels to structural substrate with movable clips that are seamed into the standing seam side lap
- B. Fasten clips to structural substrate in accordance with manufacturer’s recommendations.
- C. Panel to panel connections shall be made with a positive, standing lock seam, continuously locked or crimped together by mechanical means during installation.
- D. All side lap sealant shall be factory applied.

- E. Install accessories such as penetration flashings and eave closures in accordance with manufacturer's recommendations, as approved by the Department.

### 3.3 Final Inspection

- A. 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.

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

102.11.1 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.”

103.5.4 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 bonds (if required), 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.”