

**ON CALL
SPECIALIZED BRIDGE WELDING**

REGIONS 1 - 5

WIN 028135.00

2022

Updated 05/15/2020

STATE PROJECT

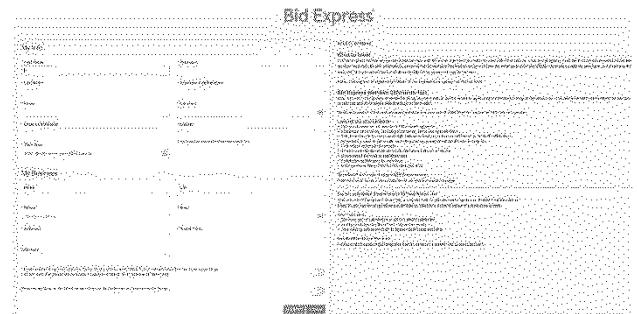
Infotech® Vendor Manager Account

Only one Infotech® account for each business is required to register for the Bid Express® (www.bidexpress.com) service. All other employees will then create accounts through an invitation sent by the manager.

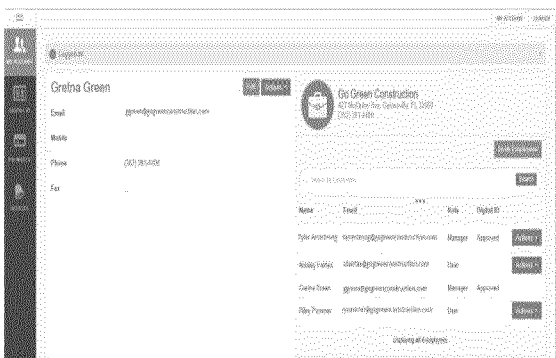
Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor solicitations for their vendors. A FREE tag will display for any solicitation not requiring a fee. Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you select for bidding.

Register for a Manager Account

The first person to register for an Infotech account within a business is assigned managing access. As a manager, you can invite other employees to join the business account and change their roles. Your email address is your username for the account and to where Infotech services sends email notifications.



1. Navigate to www.bidexpress.com and click **Register** at the top right.
2. Fill out the registration form, and click the **Register** button. Your email address will be your username.
3. A message with a confirmation link will be sent to your email address. Click the Activate Account link within the email to activate your account.
4. Enter your password and click **Activate**.



Invite Employees

Invite employees to create a user account for your business. Emails will be sent to those invited. You will receive an email when the account has been created. Employees are assigned the role of user for the account.

1. Click **Invite Employees**. Enter one email address per line for each employee.
2. Click **Invite Employees**.

Change Employee Role

You will need to update the role of those employees you want to manage the account. You must also change each user's role within the Bid Express service itself. Please see the online help if you need assistance.

1. Click **Actions** for the employee and choose **Change Role**.
2. Select the manager role, and click **Change Role**.

PREPARED BY

infotech

Support hours: 7:00 am - 8:00 pm ET // 1-888-352-2439 Option 1 // support@bidexpress.com

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infotechinc.com

20200724

Infotech Vendor User Account

Only one Infotech account for each business is required to register for the Bid Express service at www.bidexpress.com. All employees of a business will then create user accounts through an invitation sent by the manager.

Register for a User Account

To join an existing business account, please ask a user of a manager account to send you an invitation. Once the invitation is sent, you'll receive an email to activate your account. Your email address is your username. Infotech services will send email notifications to this address.

Upon receipt of the email:

1. Select the **Create Account** link within the email.
2. Fill out the Account Activation form. Your email address will be your username.
3. Once the form is complete, click the **Activate** button.

The My Account page opens, displaying your account information and other employees within your company using Infotech services. You are automatically assigned a user role for the account and an Executive Manager read-only role for the Bid Express service. Any user with manager role can change your role.

Account Activation

Welcome gsummers@cityagency.com.
To enroll as a member of City Agency, please complete the form below.

* First Name
Gretl

* Last Name
Summers

* Password

* Password Confirmation

* Question
[Dropdown menu]

* Answer
[Text field]

If you forget your password we'll ask you to verify this.

I have read and agreed to Privacy Policy, Terms of Use, and DMCA Policy.

Business Information

Name
Greco Construction

Bid Express Number
6159628376

Subscription
Bid on any solicitation - Monthly payment of \$35.00

Codes

Code	Description
3788	

Users

Name	Email	Role
George Raybitt	graybitt@grecoconstruction.com	Manager
Sable Greco	sgreco@grecoconstruction.com	Executive Manager

Welcome to the Bid Express service

If you are planning on submitting bids, a user with a manager account for the Bid Express service must change your role within the Bid Express service itself. Please see the knowledge center if you need assistance.

Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor accounts for their vendors. A FREE tag will display for any solicitation not requiring a fee.

Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you selected for bidding.

Infotech® Multi-Browser Digital IDs for New Users

An Infotech® Digital ID confirms your identity as the authorized signer of your company and allows you to securely sign documents, such as bids or contracts, in an Infotech service.



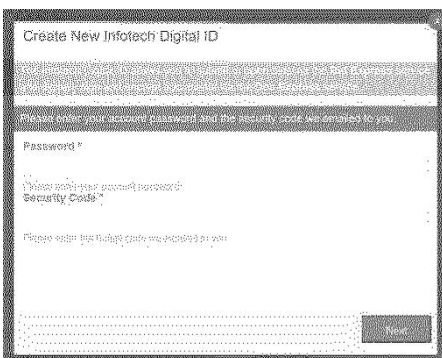
You must have a Digital ID created and approved before using any feature that requires a digital signature, such as advertising a solicitation, conducting a bid opening, submitting a bid in the Bid Express® service, or signing a contract document in the Doc Express® service.

Before you begin

- You'll need access to your email in order to receive a verification code.
- You'll need a copy of the your driver's license, passport, or state ID in a file that can be uploaded.
- An Infotech customer support representative will call you, hopefully within one business day, to confirm your identification.
- The ID must be installed after the identify is confirmed.
- It may take up to seven days to complete the entire process.

Ready to apply for your Digital ID?

Go to your account pages by selecting **My Account** from the **three lines** in the upper left corner. Click **Digital ID** from the sidebar menu.



1. Click **Create Digital ID** to start the application.
2. Get the security code from your email and come back to the generate ID process.
3. Enter your account password and the code. Click **Next**.
4. Read the creation information and click **Next**.
5. Click **Attach Identification**. Navigate to and select the file

containing your ID and click **Open**.

6. Enter your name EXACTLY as it appears in the ID, including any punctuation marks or suffixes (like Jr.), and in legal order. Click **Next**.
7. Enter your contact phone number.
8. Enter the state where the company headquarters are located. Click **Next**.
9. Review your business information. Confirm that the name of the person listed is the authorized signer for your company and your company name matches how you would like to submit bids to the agency. Click **Submit**.

A member of the customer support team will call you after the application is processed, hopefully within one business day, to confirm who you are. Once that happens, you'll get an email with instructions on installing your multi-browser Digital ID.

BIDDING INSTRUCTIONS

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

For a Paper Bid:

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

For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using the Bid Express® software at www.bidexpress.com, and
 - b) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items for each Region bid.
 4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title: WIN 28135.00 On Call Specialized Bridge Welding

Location: Regions 1 - 5

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

Title: WIN 28135.00 On Call Specialized Bridge Welding

Location: Regions 1 - 5

Date of Bid Opening:

Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

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

If a paper Bid is to be hand carried, deliver directly to 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
Title: WIN 28135.00 On Call Specialized Bridge Welding
Location: Regions 1 - 5
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, March 2020 Edition.



MaineDOT is making this bid opportunity available on the bidexpress.com website. Bid Express is an internet-based online service that allows bidders to save time and money by submitting their bids electronically. Bidders register for free, create their digital identification for free, and download procurement documents/plans for free. Bidders are only charged when they decide to respond to the solicitation a \$35 electronic bidding fee or \$50 monthly subscription for unlimited electronic bidding that can be canceled at any time.

Please allow a few days for mailing and processing of the signed notarized registration.

It is important to note that the Bid Express service is NOT the same service that MaineDOT uses for its construction projects (bidx.com). While the services are offered by the same company, the sites are vastly different in how they function. Potential bidders are encouraged to view the Bid Express Quick Start Guide provided on the following pages.

For any additional questions, please contact the Bid Express customer support team. The team can be reached by phone at 888-352-BIDX (2439) or by email at support@bidexpress.com.

NOTICE

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

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

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

NOTICE

Bidders:

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

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

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

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 **On Call Specialized Bridge Welding** in **REGIONS 1 - 5**” will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **August 10, 2022**, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. **We now accept bids for packages posted on Bid Express service at www.bidexpress.com (Small Business Network). Electronic bids do not have to be accompanied by paper bids. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.** All responsive bidders must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 28135.00 Specialized Welding services for bridge superstructures and associated components.

Location: Regions 1 - 5

Outline of Work: Contractor experienced in complete joint penetration welds at x-ray level, partial penetration welds and backgouging, is to provide labor, incidentals and/or equipment as specified to perform welding services for bridge superstructures and associated components. Work will be on an as needed basis.

A Bidder is not required to bid all Regions but may bid on one or more Region. Contracts may be awarded to each responsive, responsible bidder that meets the requirements and specifications.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

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

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

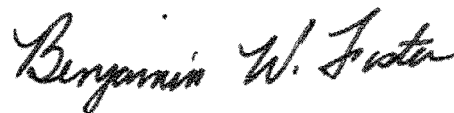
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 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 MaineDOT to reject any or all bids.

Augusta, Maine
July 20, 2022



BENJAMIN W. FOSTER
BRIDGE MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

**SPECIAL PROVISION 102.7.3
 ACKNOWLEDGMENT OF BID AMENDMENTS**

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS

Contractor: _____

REGION 1

Bidder is required to bid all items in each Region bid, but is not required to bid all Regions. No bid for Over Time or Holiday/Sunday Time will default to the bid for Straight Time. No bid for Mobilization will result in a bid of \$0.00 for Mobilization.

Item Description	Estimate Quantity and Units	Unit Bid Amount	Bid Amount
Specialized Welding Straight Time	120 Hours		
Specialized Welding Over Time	20 Hours		
Specialized Welding Holiday/Sunday Time	8 Hours		
Mobilization	17 Each		
Total Bid Amount (this Region):			

The total bid will be used as the basis for determining the original Contract amount. The MaineDOT does not guarantee the use of any or all of the Contract amount. For further detail, refer to Method of Measurement and Basis of Payment in the Special Provisions.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

 (Print Bidder's Name and Title)

SCHEDULE OF ITEMS

Contractor: _____

REGION 2

Bidder is required to bid all items in each Region bid, but is not required to bid all Regions. No bid for Over Time or Holiday/Sunday Time will default to the bid for Straight Time. No bid for Mobilization will result in a bid of \$0.00 for Mobilization.

Item Description	Estimate Quantity and Units	Unit Bid Amount	Bid Amount
Specialized Welding Straight Time	120 Hours		
Specialized Welding Over Time	20 Hours		
Specialized Welding Holiday/Sunday Time	8 Hours		
Mobilization	17 Each		
Total Bid Amount (this Region):			

The total bid will be used as the basis for determining the original Contract amount. The MaineDOT does not guarantee the use of any or all of the Contract amount. For further detail, refer to Method of Measurement and Basis of Payment in the Special Provisions.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

SCHEDULE OF ITEMS

Contractor: _____

REGION 3

Bidder is required to bid all items in each Region bid, but is not required to bid all Regions. No bid for Over Time or Holiday/Sunday Time will default to the bid for Straight Time. No bid for Mobilization will result in a bid of \$0.00 for Mobilization.

Item Description	Estimate Quantity and Units	Unit Bid Amount	Bid Amount
Specialized Welding Straight Time	120 Hours		
Specialized Welding Over Time	20 Hours		
Specialized Welding Holiday/Sunday Time	8 Hours		
Mobilization	17 Each		
Total Bid Amount (this Region):			

The total bid will be used as the basis for determining the original Contract amount. The MaineDOT does not guarantee the use of any or all of the Contract amount. For further detail, refer to Method of Measurement and Basis of Payment in the Special Provisions.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

SCHEDULE OF ITEMS

Contractor: _____

REGION 4

Bidder is required to bid all items in each Region bid, but is not required to bid all Regions. No bid for Over Time or Holiday/Sunday Time will default to the bid for Straight Time. No bid for Mobilization will result in a bid of \$0.00 for Mobilization.

Item Description	Estimate Quantity and Units	Unit Bid Amount	Bid Amount
Specialized Welding Straight Time	120 Hours		
Specialized Welding Over Time	20 Hours		
Specialized Welding Holiday/Sunday Time	8 Hours		
Mobilization	17 Each		
Total Bid Amount (this Region):			

The total bid will be used as the basis for determining the original Contract amount. The MaineDOT does not guarantee the use of any or all of the Contract amount. For further detail, refer to Method of Measurement and Basis of Payment in the Special Provisions.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

SCHEDULE OF ITEMS

Contractor: _____

REGION 5

Bidder is required to bid all items in each Region bid, but is not required to bid all Regions. No bid for Over Time or Holiday/Sunday Time will default to the bid for Straight Time. No bid for Mobilization will result in a bid of \$0.00 for Mobilization.

Item Description	Estimate Quantity and Units	Unit Bid Amount	Bid Amount
Specialized Welding Straight Time	120 Hours		
Specialized Welding Over Time	20 Hours		
Specialized Welding Holiday/Sunday Time	8 Hours		
Mobilization	17 Each		
Total Bid Amount (this Region):			

The total bid will be used as the basis for determining the original Contract amount. The MaineDOT does not guarantee the use of any or all of the Contract amount. For further detail, refer to Method of Measurement and Basis of Payment in the Special Provisions.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

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 28135.00 On Call Specialized Bridge Welding**, in **Regions 1 - 5** in 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.

This Contract commences when executed and expires on **February 29, 2024** unless extended under the terms of this contract. At the Department’s discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to four (4) additional years

C. Price.

The Regions in which bids are received and accepted as bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, *Standard Specifications March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for:

WIN 28135.00 On Call Specialized Bridge Welding, in Regions 1 - 5,

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To complete work as given in assignments.

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

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

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute 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 for (see checked boxes):

Region 1

Region 2

Region 3

Region 4

Region 5

The original contract amount is: \$ _____
_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Benjamin W. Foster
Bridge Maintenance Engineer
Bureau of Maintenance & Operations

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 28135.00 On Call Specialized Bridge Welding**, in **Regions 1 - 5** in 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.

This Contract commences when executed and expires on **February 29, 2024** unless extended under the terms of this contract. At the Department’s discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to four (4) additional years

C. Price.

The Regions in which bids are received and accepted as bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, *Standard Specifications March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for:

WIN 28135.00 On Call Specialized Bridge Welding, in Regions 1 - 5,

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To complete work as given in assignments.

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

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

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute 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 for (see checked boxes):

Region 1

Region 2

Region 3

Region 4

Region 5

The original contract amount is: \$ _____
_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Benjamin W. Foster
Bridge Maintenance Engineer
Bureau of Maintenance & Operations

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 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 firm bidding the job)

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 28135.00 On Call Specialized Bridge Welding, in Regions 1 - 5** in 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.

This Contract commences when executed and expires on **February 29, 2024** unless extended under the terms of this contract. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to four (4) additional years

C. Price.

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D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the *Standard Specifications, March 2020 Edition, Standard Details, March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, *Standard Specifications March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for:

WIN 28135.00 On Call Specialized Bridge Welding, in Regions 1 - 5.

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To complete work as given in assignments.

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

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

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 to laborers and workers employed on the below titled project.

**2022 Fair Minimum Wage Rates
 Heavy & Bridge Statewide**

Occupational Title	Minimum Wage	Minimum Benefit	Total
Carpenter	\$26.15	\$6.08	\$32.23
Cement Masons And Concrete Finisher	\$20.04	\$1.02	\$21.06
Commercial Divers	\$34.00	\$2.49	\$36.49
Construction And Maintenance Painters	\$65.00	\$31.25	\$96.25
Construction Laborer	\$21.50	\$4.33	\$25.83
Conveyor Operators And Tenders	\$16.50	\$0.00	\$16.50
Crane And Tower Operators	\$31.40	\$8.05	\$39.45
Crushing Grinding And Polishing Machine Operators	\$21.00	\$4.38	\$25.38
Earth Drillers - Except Oil And Gas	\$23.25	\$5.53	\$28.78
Electrical Power - Line Installer And Repairers	\$43.55	\$19.49	\$63.04
Electricians	\$30.00	\$14.80	\$44.80
Excavating And Loading Machine And Dragline Operators	\$32.35	\$5.52	\$37.87
Flaggers	\$21.00	\$0.72	\$21.72
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$26.33	\$4.06	\$30.39
Heavy And Tractor - Trailer Truck Drivers	\$22.00	\$2.60	\$24.60
Highway Maintenance Workers	\$21.66	\$3.22	\$24.88
Industrial Machinery Mechanics	\$30.00	\$7.45	\$37.45
Industrial Truck And Tractor Operators	\$24.00	\$5.61	\$29.61
Ironworker - Ornamental	\$25.00	\$3.32	\$28.32
Light Truck Or Delivery Services Drivers	\$24.50	\$6.23	\$30.73
Millwrights	\$32.28	\$17.41	\$49.69
Mobile Heavy Equipment Mechanics - Except Engines	\$27.00	\$7.47	\$34.47
Operating Engineers And Other Equipment Operators	\$34.82	\$32.39	\$67.21
Paving Surfacing And Tamping Equipment Operators	\$35.11	\$2.28	\$37.39
Pile-Driver Operators	\$30.54	\$8.93	\$39.47
Pipelayers	\$28.50	\$7.20	\$35.70
Plumbers Pipe Fitters And Steamfitters	\$32.86	\$18.00	\$50.86
Radio Cellular And Tower Equipment Installers	\$27.00	\$0.00	\$27.00
Reinforcing Iron And Rebar Workers	\$34.83	\$14.47	\$49.30
Riggers	\$25.25	\$9.62	\$34.87
Sheet Metal Workers	\$24.00	\$5.48	\$29.48
Structural Iron And Steel Workers	\$27.00	\$6.72	\$33.72
Telecommunications Line Installers And Repairers	\$25.00	\$3.75	\$28.75

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

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.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

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.

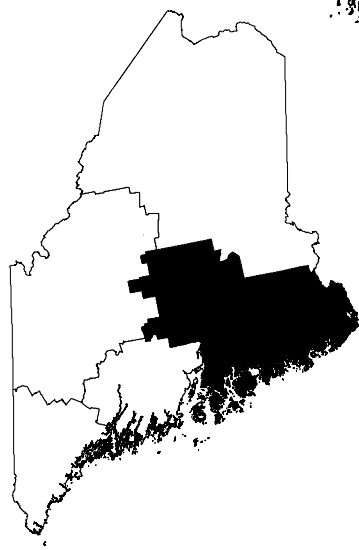
A true copy

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

Expiration Date: 12-31-2022

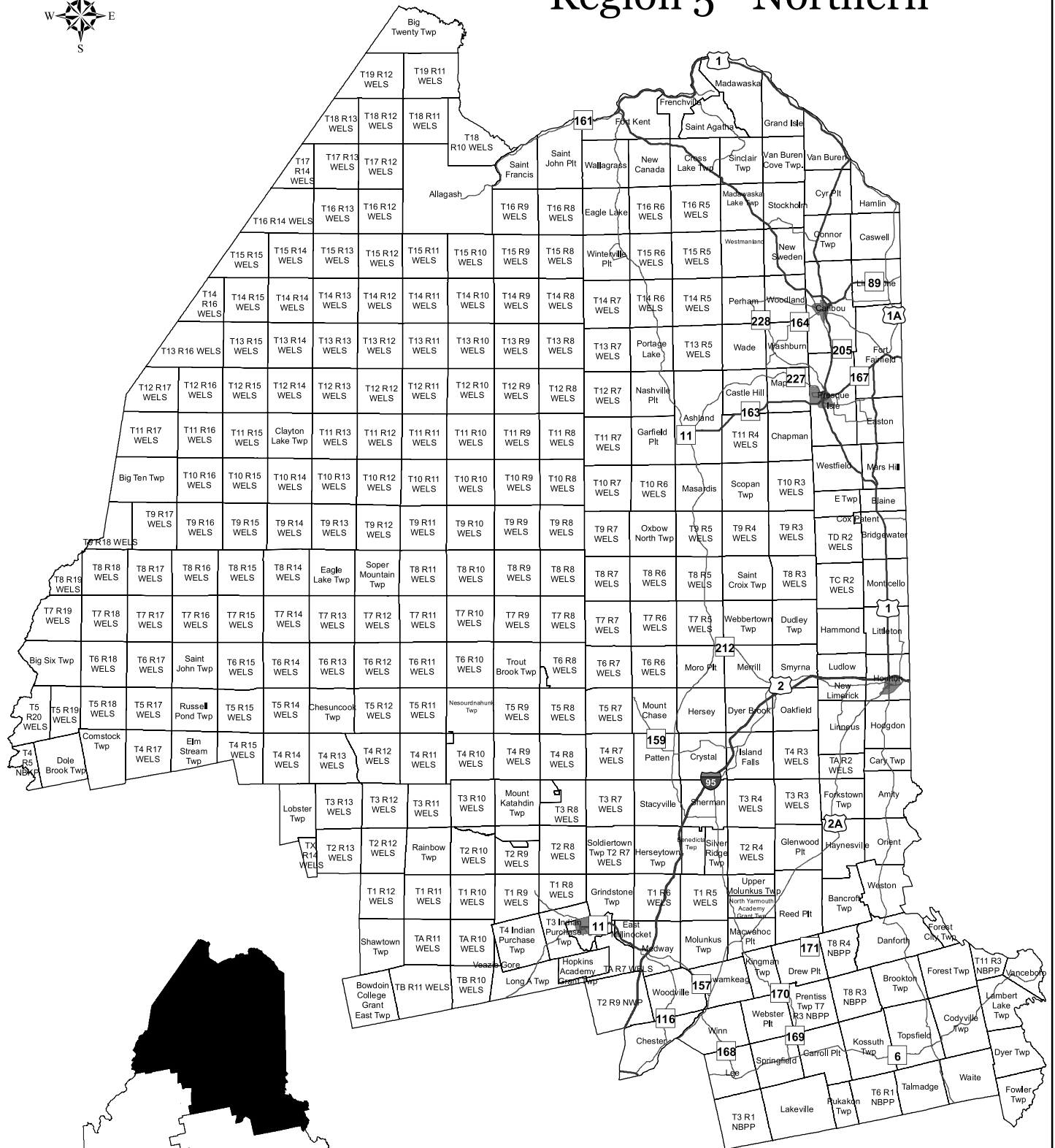





Region 4 - Eastern



- Arterials
- Major Collectors
- State Urban Areas

Region 5 - Northern



-  Arterials
-  Major Collectors
-  State Urban Areas

CONSTRUCTION NOTES

The Contract Administrator for this contract will be:

Joe Prescott, Bridge Superintendent
MaineDOT Maintenance and Operations
Joe.Prescott@maine.gov
(207) 592-1853

The Contractor shall contact the Contract Administrator in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this Contract. The Department may assign a designated alternate to the Contract Administrator. The Contractor will be notified of any such change.

The Contractor shall submit invoices to the Contract Administrator as described in this contract.

The Contractor shall provide two or more contact numbers to the Department for emergency notification that can be contacted 24 hours seven days a week. The Contractor shall perform emergency work within 48 hours of notification unless otherwise agreed to by the Department. If the Contractor is unable to accept the Emergency Option Work when notified by the Department, then the Department may assign the work to another Contractor as per Special Provision, Section 103, Basis of Award, or the Department may separately contract for the work under other means not associated with this solicitation. If the Contractor accepts the Emergency Option Work but does not perform the work within the agreed schedule, the Department may separately contract for the work under other means not associated with this solicitation.

The Contractor shall not begin performing any additional work beyond the scope and requirements listed in the Assignment or add additional personnel, without first obtaining written approval from the Department. In the event of additional work, the Contractor shall present and explain the additional work to the Department and any item not contained in this "Schedule of Items" will be decided and agreed upon between the MaineDOT and the Contractor prior to beginning additional work.

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
Basis of Award

Bidders are not required to bid all Regions and may bid one or more Region.

The state is divided into five (5) regions. Maps are included that display each Region.

The Department and all responsible, responsive bidders that meet the qualifications outlined in Special Provision, Section 103, Post-Bid Pre-Award Qualifications may enter into a contract that will obligate each bidder to perform work in the Regions bid pursuant to assignment letters at the contract unit prices depending upon the needs of the Department and according to the following terms.

Work will be assigned under these Contracts according to the following process: The Contractor with the lowest bid for the particular work (the "Assignment") will have first option to perform work pursuant to an Assignment. If this Contractor is unable to accept the work, then the Department will contact the firm that submitted the next lowest bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment. Upon mutual agreement, a letter (Assignment Letter) will then be sent to the successful Contractor. The work described in this letter will become part of the Contract.

If, a Contractor fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department may issue a written warning. If the Contractor subsequently fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may complete the work with its own forces or enter into an Assignment with another entity for the completion of the work, or use such other methods as in the opinion of the Department are required for to complete the Assignment.

The Regions in which bids are received and accepted as bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The dollar amount of this Contract does not guarantee that the Department will assign work for any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

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.

The attached worksheets will be utilized to determine the qualifications of the bidder and key personnel. The bidder shall complete the worksheets as a condition of Award.

If further 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. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Experience requirements shall include, but are not limited to:

Contractor's employee's must have at least 10 years of experience with complete joint penetration welds at x-ray level, partial penetration welds, backgouging techniques and fit-up work on steel structures as well as practical knowledge of related equipment.

Company shall have welding personnel that has extensive knowledge of the following Codes of American Welding Society:

AASHTO/AWS D1.5 Bridge Welding Code
AASHTO/AWS D1.1 Structural Welding Code – Steel

The welding personnel shall have a minimum of at least 10 years relevant practical experience of field welding using the Codes referenced above, with the following welding processes on steel bridges:

Flux-Core Arc Welding (FCAW)
Shielded Metal Arc Welding (SMAW)
Gas Metal Arc Welding (GMAW)

The welder(s) shall be preferably certified in all positions and experienced in multiple pass full penetration groove welds, such as in joining flanges of I-beam members.

Company shall be able to accomplish work within our Department Forces scheduling given reasonable lead time notice (a minimum of 7 days). Company personnel will be working alongside Department Forces.

Company shall be able to provide all appropriate hand & power equipment – for cutting, backgouging, heating & welding to accomplish the task of repairing steel bridges. (Heavy duty equipment & operators, such as forklifts, jackposts, scaffolding, etc. will be provided for by the Department). Additionally, the company shall be able to provide appropriate consumables and gases to the field work site. These items will be considered incidental to the contract and not paid for separately.

Contractor must provide all Personal Protective Equipment needed to perform job duties and comply with applicable OSHA safety standards.

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

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

The Bidder 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 Bidder 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/or 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/or 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.

The Bidder may be required to provide its OSHA 300 Log and its Experience Modification Rate provided by applicable insurance.

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 required submittals and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract. 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. 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. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility 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. Default(s) or termination(s) on past or current Contracts.
- D. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- E. Failure to fulfill warranty obligations on past or current Contracts.
- F. Failure to comply with directives of the Department on past or current Contracts.
- G. 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.
- H. Failure to provide information requested by the Department pursuant to this Special Provision.
- I. 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).
- J. 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.
- K. 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.

POST-BID PRE-AWARD QUALIFICATION WORKSHEETS

Company Name & Headquarters: _____

Employee Name	Current Welding Certifications held by Employee	General Welding Experience (years)	
	Experience using the following welding processes on steel bridges (years)		
	SMAW	FCAW	GMAW

Employee Name	Current Welding Certifications held by Employee	General Welding Experience (years)	
	Experience using the following welding processes on steel bridges (years)		
	SMAW	FCAW	GMAW

Employee Name	Current Welding Certifications held by Employee	General Welding Experience (years)	
	Experience using the following welding processes on steel bridges (years)		
	SMAW	FCAW	GMAW

Employee Name	Current Welding Certifications held by Employee	General Welding Experience (years)	
	Experience using the following welding processes on steel bridges (years)		
	SMAW	FCAW	GMAW

POST-BID PRE-AWARD QUALIFICATION WORKSHEETS

Employee Name			Indicate a specific bridge project on which the employee has welded with regard to the following:
Complete Joint Penetration Welds at X-Ray Level	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Partial Penetration Welds	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Backgouging Work – Removing Weldments	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Employee Name			Indicate a specific bridge project on which the employee has welded with regard to the following:
Complete Joint Penetration Welds at X-Ray Level	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Partial Penetration Welds	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Backgouging Work – Removing Weldments	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Employee Name			Indicate a specific bridge project on which the employee has welded with regard to the following:
Complete Joint Penetration Welds at X-Ray Level	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Partial Penetration Welds	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Backgouging Work – Removing Weldments	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Employee Name			Indicate a specific bridge project on which the employee has welded with regard to the following:
Complete Joint Penetration Welds at X-Ray Level	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Partial Penetration Welds	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Backgouging Work – Removing Weldments	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

POST-BID PRE-AWARD QUALIFICATION WORKSHEETS

Employee Name:					
Has joined the following components of steel bridges in the field:					
Flange to Flange	Yes	No	Flange to Flange	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Web to Web	Yes	No	Stiffener to Web	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Bearing to Flange	Yes	No	Grating to Flange	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Employee Name:					
Has joined the following components of steel bridges in the field:					
Flange to Flange	Yes	No	Flange to Flange	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Web to Web	Yes	No	Stiffener to Web	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Bearing to Flange	Yes	No	Grating to Flange	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Employee Name:					
Has joined the following components of steel bridges in the field:					
Flange to Flange	Yes	No	Flange to Flange	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Web to Web	Yes	No	Stiffener to Web	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Bearing to Flange	Yes	No	Grating to Flange	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Employee Name:					
Has joined the following components of steel bridges in the field:					
Flange to Flange	Yes	No	Flange to Flange	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Web to Web	Yes	No	Stiffener to Web	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Bearing to Flange	Yes	No	Grating to Flange	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

POST-BID PRE-AWARD QUALIFICATION WORKSHEETS

Welding Truck or Mobile Unit will carry:					
Welder/Generator	Yes <input type="checkbox"/>	No <input type="checkbox"/>	SMAW Equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Leads, 100' +	Yes <input type="checkbox"/>	No <input type="checkbox"/>	FCAW Equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tools to repair breakdown of above Equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Grinding and Weld Prep Equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hoses for Backgouging	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Track Torch & Track	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Consumables and Gases	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Other Cutting Equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Additional sheets and information may be attached.

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 107
Time
(Supplemental Liquidated Damages)

107.8 Supplemental Liquidated Damages. Once the Contractor begins work, they shall be on-site and working as directed by the Department each workday until notified by the Department that their services will no longer be needed. The Contractor shall notify the Department by the end of the workday prior to canceling work for the following day. In the event there is not any notification, and the Contractor fails to arrive on the project at the predetermined time established by the Department, Supplemental Liquidated Damages will be assessed in the amount of \$250.00 for each workday pending completion of the project or until the Contractor returns to the project as scheduled.

SPECIAL PROVISION
SECTION 107
TIME
(Project Closeout)

Delete the entire Section 107.9 Project Closeout and replace with the following:

107.9.4 Closeout Documentation. Upon receipt and approval of the itemized invoice submitted by the Contractor as specified in Special Provision Section 108, Payment, Invoices and Payment, the Assignment will be considered Physically Complete and Finally Accepted.

107.9.5 Final Acceptance. Within 30 days of the acceptance of the invoice, the Contractor shall provide the All Bills Paid Letter and Certified Payroll Reports confirming compliance to Section 104.3.8 Wage Rates and Labor Laws.

If the Contractor fails to resolve issues and deliver Closeout Documentation within the 30 Days provided in Section 107.9.5, the Department may provide a final notice informing the Contractor in writing that unless the Contractor Delivers all Closeout Documentation within 30 Days of the date of Receipt of final notice, the Contractor shall be in Default under the Contract. The Contractor may be refused the opportunity to accept the next assignment under the Contract. The Department may then pursue all remedies provided by the Contract or by law, including withholding payment on future assignments within the Contract. For a related provision, see Section 102.1.1 - Eligibility to Bid - Basic Requirements.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Invoices and Payment)

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

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

- Contractor name, address & Contract Number
- Invoice Date & Number
- Period during which Work was performed or Dates of Service
- Description of Work
- Location of Work and Bridge Number
- Quantities at the Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due

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

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

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

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

SPECIAL PROVISION **(On Call Specialized Bridge Welding)**

Description

The Work shall consist of specialized welding services provided on an as needed basis on various bridges in the Regions bid. Work shall be assigned as per Special Provision Section 103 Awarding and Contracting Basis of Award.

Construction

Work shall be performed under the direction of the Contract Administrator, or the assigned alternate. Work shall be completed adjacent to moving traffic, but in work zones established and maintained by MaineDOT forces.

Welders shall have in their possession a valid certification for the process and position to be used in production from the American Welding Society or other organization acceptable to the Contract Administrator.

Unless otherwise authorized, welders performing the work shall have experience required in Special Provision Section 103 Award and Contracting (Post-Bid, Pre-Award Qualifications).

All welding shall be done in accordance with the applicable sections of the AASHTO/AWS D1.5 Bridge Welding Code including Commentary.

The Department maintains a list of pre-approved welding consumables that the Contractor may use without furnishing Certificates of Conformance from the electrode/consumable manufacturer. This list is available on the Department's Qualified Products List of Electrodes for Field Welding.

Calibrate welding equipment at the intervals indicated in the D1.5 Code. Meters shall be accurate within 2% throughout the range of the WPS. Work done with equipment that is not properly calibrated will be rejected. Provide copies of the calibration records to the Contract Administrator.

Perform all preheat, welding and postheat in accordance with the D1.5 Code.

Make repairs with the same process used for the original welds, except that repairs less than 12 inches in length may be made with a different process using an approved Weld Procedure Specification. Do not blend repair welds by grinding unless the original weld requires grinding.

Method of Measurement

Welding will be measured by the hour to the nearest ¼ hour. Time spent moving within project limits and, when required, moving from multiple projects in the same day will be measured for payment. Time will begin when the Contractor reaches the Work Area and end upon completion of the Work for that day. Time spent traveling to and from the project will not be measured for payment but will be considered incidental to the Mobilization Item.

Basis of Payment

The accepted quantity of Specialized Welding Straight Time will be paid for at the contract unit price per hour and will include all hours measured and accepted that occur Monday through Friday, 7:00 AM to 3:30 PM, except for holidays and government closure days.

The accepted quantity of Specialized Welding Overtime will be paid for at the contract unit price per hour and will include all hours measured and accepted that occur outside of Monday through Friday, 7:00 AM to 3:30 PM, except for Sundays, holidays, and government closure days.

The accepted quantity of Specialized Welding Sundays and Holidays will be paid for at the contract unit price per hour and will include all hours measured and accepted on Sundays and/or Holidays.

Welding consumables required for the completion of an assignment will not be paid for separately, but will be considered incidental to the Specialized Welding items. Material required over and above standard consumable items will be supplied by the Department, or the Contractor will be reimbursed at an amount agreed upon prior to beginning the assignment.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Specialized Welding Straight Time	Hour
Specialized Welding Over Time	Hour
Specialized Welding Holiday/Sunday Time	Hour

**SPECIAL PROVISION
(MOBILIZATION)**

Description

The Work shall consist of preparatory work and operations including, but not limited to, those necessary to the movement of personnel, equipment, supplies and incidentals to the project site, and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various items on the project site.

Method of Measurement

Mobilization will be measure for each trip made to a project site, with a maximum of one per day.

Basis of Payment

The accepted quantity of Mobilization will be paid for at the contract unit price per Each trip made and agreed upon by the Contract Administrator.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization	Each

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.”

101.2 Definitions Add the following:

“Contract Agreement Form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“All Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidders if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

“All responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidders.”

101.2 Definitions Holidays Amend this paragraph by adding “**Juneteenth**” between ‘Memorial Day’ and ‘Independence Day’.

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

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

“The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Location, WIN, Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

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

102.9 Bid Opening Delete the section in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder's Bid is read at Bid Opening.”

102.11.1 Non-curable Bid Defects Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

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

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department."

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

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."

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

"The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request a payment bond, performance bond, insurance bond, special certifications, and other information from the Apparent Successful Bidders. If prequalification is required and an Apparent Successful Bidder is not prequalified at the time of Bid Opening, the Department shall have 15 days from the successful completion of the Prequalification process or 30 days following Bid Opening; whichever is longer. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper bonds, insurance, and other pre-award requirements, an Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5."

103.5 Award Conditions Replace the first paragraph with the following:

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

“The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.

The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.”

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

“The Department will provide traffic control.”

105.8.1 Temporary Soil Erosion and Water Pollution Control Delete the entire section and replace with the following:

“The Department will provide soil erosion and water pollution control.”

SPECIAL PROVISION SECTION 107
TIME

107.3.1 General Amend this paragraph by adding “**Juneteenth**” between ‘Patriot’s Day’ and ‘the Friday after Thanksgiving’.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section 109.1.2.

SPECIAL PROVISION SECTION 112
DEFAULT AND TERMINATION

Delete the entire Section 112 and replace it with the following:

Default and Termination of Assignment The Contractor is in Default of the Assignment if the Contractor:

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements or Scope and Specifications of Work to be Performed*.
- B. Fails to commence work within 48 hours after accepting an emergency assignment.
- C. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- D. After work on assignment has commenced, fails to continuously work on assignment unless otherwise approved by the Department.
- E. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- F. Continues to perform Work after the Department directs that Work be stopped.

If Default of an Assignment occurs, the Department may give written Notice of Default and Termination of Assignment to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may award the Assignment to another Contractor for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Assignment in an acceptable and timely manner.

Upon receiving a Default and Termination of Assignment, the Department may, in addition, consider this notification as a Default and Termination of Contract incident.

If Default of an Assignment occurs, and the Department does not give Notice of Default and Termination of Assignment, the Department may issue a written warning and the Contractor shall complete the Assignment. Upon receiving a written warning, the Department may, in addition consider this warning as a Default and Termination of Contract incident.

Default and Termination of Contract The Contractor is in Default of the Contract if the Contractor:

- A. Is in Default of an Assignment and the Department considers the default a Default and Termination of Contract incident.
- B. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way.
- C. Discontinues the Work without the Department approval.
- D. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Default of Contract will result in the following actions:

1st Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 (two) days upon receipt of verbal warning, or for an emergency Assignment within 2 (two) hours after notification, the Department will issue a written warning.

2nd Incident: The Department will issue a written warning.

3rd 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.

If Default of the Contract occurs, the Department may give written Notice of Default and Termination to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

Termination for Convenience

The Department may terminate this Contract for convenience or for any reason that is in the best interest of the Department. Terminations caused without fault of or for reasons beyond the control of the Contractor are Terminations for Convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience

In case of a Termination for Convenience, the Department will pay for all Accepted items of Work as of the date of termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section. Acceptable Materials, obtained by the Contractor for the Work but which have not been incorporated therein, may at the option of the Department be purchased from the Contractor at Actual Costs delivered to a prescribed location or otherwise disposed of as mutually agreed

Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract.