

SERVICE & CONSTRUCTION

VEGETATION MANAGEMENT

REGION 5

2019

Updated 04/28/17

STATE PROJECT

BIDDING INSTRUCTIONS

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

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed Contract, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items for each Section bid in the Schedule of Items.
 4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - WIN or Title: **Vegetation Management**
 - Region: **Region 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
WIN or Title: **Vegetation Management**
Region: **Region 5**
Date of Bid Opening:
Name of Contractor:

If a paper Bid is to be sent express, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/mainedotdirections.htm>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open
WIN or Title: **Vegetation Management**
Region: **Region 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, November 2014 Edition.

NOTICE

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

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

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

NOTICE

Bidders:

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

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

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

RFI No:

Date _____

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

Question(s):

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

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

6

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 **Vegetation Management Region 5**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **May 22, 2019** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidders must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Vegetation Management

Locations: Region 5 in the Counties of Aroostook, Piscataquis, Penobscot, and Washington.

Outline of Work: Vegetation Management along State Roadsides and other incidental work

Basis of Award will be lowest responsive responsible bid.

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

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

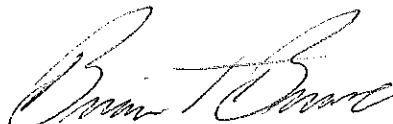
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
May 8, 2019



BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS

VEGETATION MANAGEMENT REGION 5

Contractor Name: _____

The Department will reject bids if any one of the following occurs:

- a) the Bid is not delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed, or
- c) a required unit price, lump sum price or bid amount is not provided or is illegible.

Do not make handwritten changes to the bid documents.

The Bidder will have no opportunity to cure the above Non-Curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

Region 5

Description	Estimated Quantity per year	Unit	Cost per Unit	Total Cost (Est. Qty. X Cost/Unit)
Roadside Herbicide Application: 3-person crew, spray truck, shadow vehicle (Department Supplies all Materials)	400	Center Line Mile	\$	\$
Backpack Herbicide Application: 2-person crew, truck, 2 backpack hand pumped sprayers (Department Supplies all Materials)	50	Hour	\$	\$
Cost for 3rd spray applicator: with hand-pump sprayer to work with 2-person Backpack crew (Department Supplies all Materials)	50	Hour	\$	\$
TOTAL				\$

(Print Respondent's Name and Title)

Signature

Date

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Vegetation Management Region 5**, in the Counties of Aroostook, Piscataquis, Penobscot, and Washington, Maine. The Work includes vegetation management including use of herbicides, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

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

B. Time.

The Contract commences on **May 13, 2019** or when executed whichever is later and expires on **May 11, 2020**. The Contractor agrees to complete all Work, except warranty work, on or before **May 11, 2020**. 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 up to three (3) additional 1-year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is \$ _____.

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for, **Vegetation Management Region 5, in the counties of Aroostook, Piscataquis, Penobscot, and Washington**, 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 Region, and to accept as full compensation the amount

determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____ Date	_____ (Signature of Legally Authorized Representative of the Contractor)
_____ Witness	_____ (Name and Title Printed)

G. Award.

Your offer is hereby accepted for Vegetation Management in Region 5.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____ Date	_____ By: Brian Burne, Highway Maintenance Engineer
_____ Witness	

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Vegetation Management Region 5**, in the Counties of Aroostook, Piscataquis, Penobscot, and Washington, Maine. The Work includes vegetation management including use of herbicides, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

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

B. Time.

The Contract commences on **May 13, 2019** or when executed whichever is later and expires on **May 11, 2020**. The Contractor agrees to complete all Work, except warranty work, on or before **May 11, 2020**. 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 up to three (3) additional 1-year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is \$ _____.

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for, **Vegetation Management Region 5, in the counties of Aroostook, Piscataquis, Penobscot, and Washington**, 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 Region, and to accept as full compensation the amount

determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____ Date	_____ (Signature of Legally Authorized Representative of the Contractor)
_____ Witness	_____ (Name and Title Printed)

G. Award.

Your offer is hereby accepted for Vegetation Management in Region 5.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____ Date	_____ By: Brian Burne, Highway Maintenance Engineer
_____ Witness	

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Vegetation Management Region 5**, in the Counties of Aroostook, Penobscot, Washington, and Piscataquis, Maine. The Work includes vegetation management including use of herbicides, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

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

B. Time.

The Contract commences on **May 13, 2019** or when executed whichever is later and expires on **May 11, 2020**. The Contractor agrees to complete all Work, except warranty work, on or before **May 11, 2020**. 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 up to three (3) additional 1 year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is \$ (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) (repeat bid here in numerical terms, such as \$102.10) .

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for: **Vegetation Management Region 5, in the counties of Aroostook, Piscataquis, Penobscot, and Washington**, State of Maine on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount

determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

(Date Here)

Date

(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here)

Witness

(Print Name Here)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for Vegetation Management in Region 5.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne, Highway Maintenance Engineer

Witness

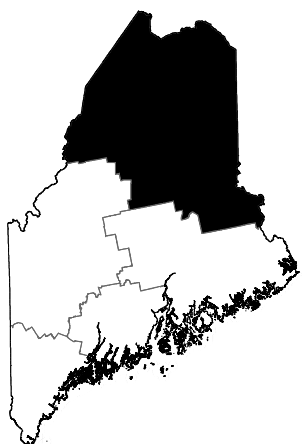
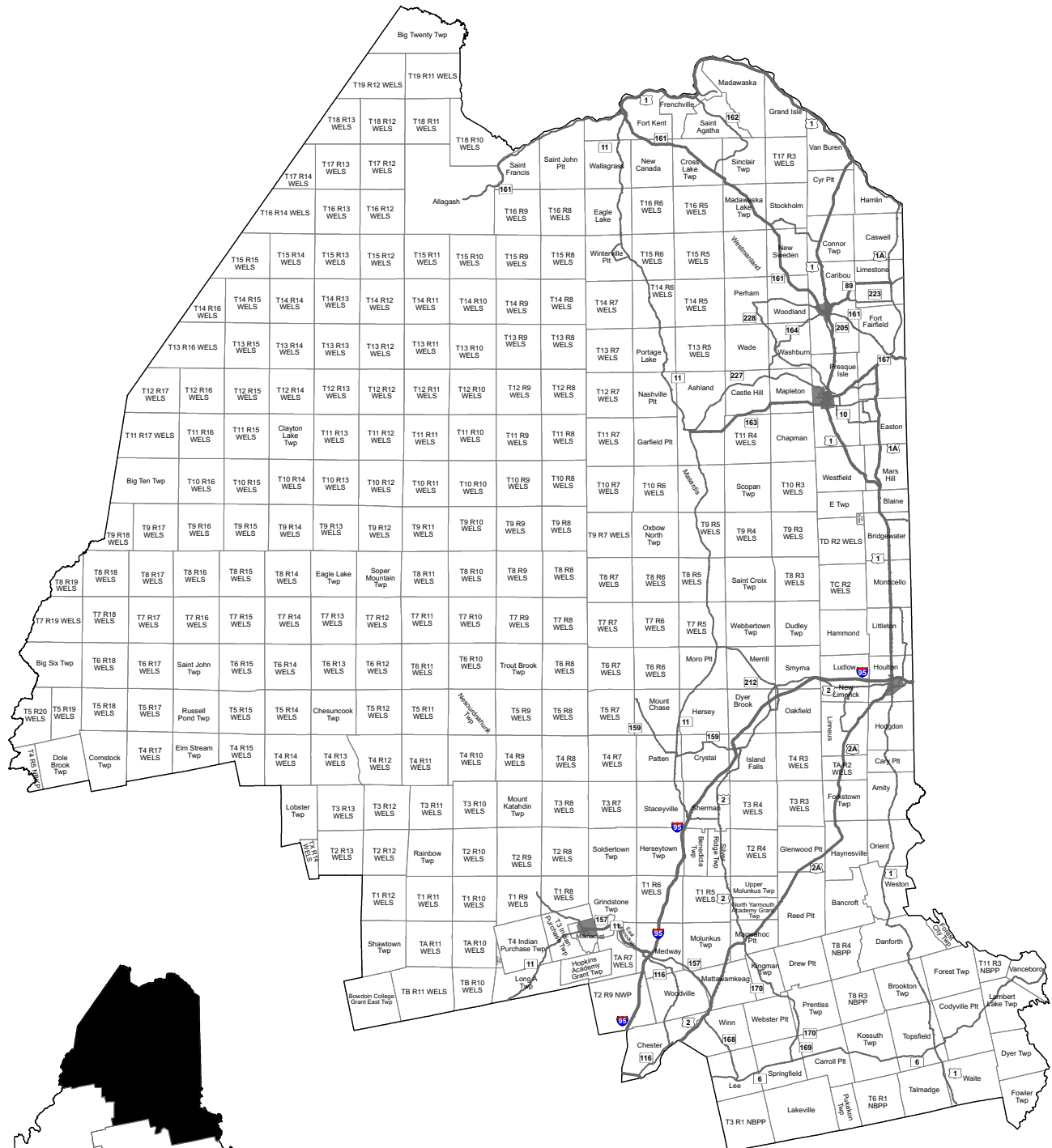
NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

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).]



Region 5 - Northern



- Arterials
- Major Collectors
- State Urban Areas

Revised December 2017

SPECIAL PROVISION
Section 107
TIME
(Contract Time)

The Contract commences on **May 13, 2019** or when executed whichever is later and expires on **May 11, 2020**. The Contractor will be allowed to commence work following Contract execution provided all required submittals have been received and approved by the Department and in accordance with the start dates set forth in the Contract.

The specified contract completion date is **May 11, 2020**.

At the Department's discretion and upon mutual agreement with the Contractor the Contract may be extended for time and money, under all terms of the Contract, at Bid Prices up to three (3) additional one-year periods. The determination to extend the Contract will be made by March 1 of each year if the Contract is to be extended for the upcoming year. The Contract will not extend beyond **May 11, 2023**.

Contractors will be allowed to commence Work and end Work daily according to the Department of Marine Resources Sunrise/Sunset Table at the following web address, (http://www.maine.gov/dmr/sunrise_table.htm). Contractor will be allowed to enter roadway at Sunrise and must be off roadway before sunset.

Work will not be allowed on Sundays, or all state observed holidays.

MAINEDOT SPECIAL PROVISION
SPECIFICATIONS FOR WORK

I. Scope of Work:

The Work shall include but is not limited to the application of herbicides on roadsides and other MaineDOT property using powered and non-powered equipment. This Work shall be completed in accordance with the terms of the Contract, Special Provisions, and General Notes.

All Work will be governed by, and conform to, the Standard Specifications (November 2014 Edition) and the Supplementals thereto, together with the Standard Details (November 2014 Edition) and the Supplementals thereto, and as modified by the Special Provisions.

The execution of the Contract will start within a reasonable time after the Contract is signed and upon notification by the Department. Work on any task assigned shall begin no later than 5 days after notice is provided by the Department. Once work on an assignment has begun the Contractor shall continue the Work without interruption in schedule unless otherwise approved by the Department. Work such as selective weed control, guardrail applications, and control of invasive species may begin in May preceding roadside spraying for control of brush.

All Work will be as requested by the Department. The Prices in the Contract will be maintained for one year from the date of signing. At the mutual consent of the Contractor and the Department the Contract may be renewed in Conformity with Bid Prices on a year-to-year basis for a maximum of 3 additional years. All required traffic control shall be the responsibility of the Contractor and is incidental to the Contract.

II. Work May Include:

1. Roadside Herbicide Applications for Control of Brush:

Roadside Herbicide Application shall consist of a 3-person crew at least one of which is a Maine licensed pesticide applicator, a shadow vehicle and an application vehicle with powered spray apparatus which allows the applicator to spray from the truck as it moves along the side of the road. The shadow vehicle and the application vehicle may occupy a portion of the travel lane while spraying.

Traffic control shall consist of the following: Applicator vehicle shall have 2 rotating amber lights and a rear-mounted sign stating "One Lane Road". The Contractor shall provide a shadow vehicle that shall be present and no more than ¼ mile behind the applicator vehicle at all times that the applicator vehicle is on or adjacent to the road and

proceeding at less than the posted speed limit. The shadow vehicle shall have 2 rotating amber lights and a rear mounted sign stating “Road Work Ahead”. Signs shall conform to

the requirements of Part VI of the latest edition of the Manual of Uniform Traffic Control Devices, and NCHRP 350 guidelines. Applications will be at the request of the Department.

The Contractor shall apply herbicides to deciduous tree species six feet or less in height and evergreen tree species three feet or less in height up to 20’ from edge of pavement. The actual width sprayed in all Regions will be dictated by existing maintenance conditions, the extent of the maintenance right of way, and Department mandated buffers. The Department will supply all herbicides and related materials. Herbicides shall be mixed at Department specified rates and applied along identified sections of road. The Contractor shall spray and control at least 90% of all trees within the height criteria.

The Contractor will be compensated by the Centerline Mile (CLM) of road section assigned. Sections will be continuous from Mile Point to Mile Point. Unless otherwise stated by the Region, a Centerline Mile will include both the left and right side shoulders. In cases where the Region only requires that one side of the road be sprayed from Mile Point to Mile Point, the Contractor will be compensated at ½ the Centerline Mile cost.

The Department will supply the Contractor with official Department maps showing all roads to be treated and a list of their mileages, or equivalent methods, for determining road sections to be sprayed. The official mileages will be the method used to determine Center Line Mile distance.

The Contractor shall exercise sound judgement regarding environmental conditions that cause off target drift and deposition of spray materials. Environmental conditions include but are not limited to: wind speed; wind direction; temperature; material volatility; temperature inversions; soil conditions and slope angle; or presence of people, pets, livestock, and wildlife. **Contractors will be subject to progressive discipline up to and including termination of the Contract when violations occur.**

The Contractor shall cease using powered spray equipment when environmental conditions are unfavorable in the following areas:

- within 100’ of a well, spring, surface public water supply, or Atlantic salmon waters
- within 50’ of a lake, pond, or stream not known to support Atlantic salmon

The Contractor must exercise caution when applying pesticides within these areas to guarantee compliance with applicable State and Federal regulations and Department variances and buffers.

In areas where the use of powered equipment is unreasonable due to unfavorable environmental conditions the Contractor may use hand pumped sprayer equipment provided all trucks, equipment, and personnel can work off pavement provided environmental conditions allow for such application.

The Contractor **shall never** apply herbicides within 10 feet of any water or apply herbicides in a manner that causes drift and deposition within 10 feet of any water.

The Contractor **shall not** apply herbicides in the following areas:

- within 150' of occupied buildings, homes, or playgrounds
- within 150' of parked vehicles
- within 100' of the boundary of organic farms, pedestrians, bicyclists, or picnic tables
- within 100' of pastures when animals are present
- within 20' of pastures when no animals are present
- within 20' of home gardens and home lawns
- within MaineDOT No-Spray Agreement areas

The Contractor **shall not** apply herbicides in a manner that results in spray deposition on passing vehicles or people in the vicinity of operation.

2. Backpack Herbicide Applications:

Backpack Herbicide Application shall consist of a 2-person crew, at least one of which shall be a Maine licensed pesticide applicator, each with a backpack hand pump sprayer, a vehicle for transporting the crew and the herbicides and related materials, and appropriate signs and cones for traffic control. Sprayers which achieve pressure using motors (e.g. - powered by gasoline, electricity, or power take off) will not be allowed unless otherwise authorized by the Department. The Contractor shall apply herbicides supplied by the Department at rates specified by the Department. Applications may include but are not limited to foliar applications to tree species, foliar applications to invasive plants, and basal bark or stump treatment of tree species.

Applications will be at the request of the Region, in areas outside the 20' foot zone as described in Section II Work Included: No.1, Roadside Herbicide Applications for Control of Brush, of this Special Provision. Examples of areas designated for Backpack Herbicide Application may include interstate, vistas, or slope easements. Typical work may include being at one or more locations in the region for several hours at a time. Trucks shall be parked off pavement. Sign legends shall be covered or turned from view when Work is not in progress. Signs shall conform to the requirements of Part VI of the latest edition of the Manual of Uniform Traffic Control Devices, and NCHRP 350 guidelines.

3. 3rd Applicator for Backpack Herbicide Applications:

The Department may request a third person to work with a 2-Person Backpack crew when it improves efficiency. The 3rd applicator will have a hand pumped sprayer and will work applying herbicides for the specified task.

4. 3-Person Crew for Non-Interstate Guardrail Weed Control, Roadside Selective Weed Control, or other applications such as Invasive Plant Control:

This Work shall consist of a 3-person crew, at least one of which shall be a Maine licensed pesticide applicator, a shadow vehicle and an application vehicle with powered spray apparatus which allows the applicator to apply herbicides to guardrail, roadside weeds, invasive plants, or other applications as directed by the Department on non-interstate roads or other MaineDOT owned facilities for the control of vegetation.

When applying along roadsides, the shadow vehicle and the application vehicle may occupy a portion of the travel lane while spraying. The spray truck shall travel at a consistent speed, from 5 to 10 miles per hour continuously spraying in designated areas as directed by the Department using nozzles designed to minimize drift to the maximum extent. Applications will be at the request of the Department.

Traffic control for the 3-Person crew shall conform to the requirements of Section II. – No. 1, Roadside Herbicide Applications for Control of Brush, of this Special Provision.

To compensate for additional costs from continual use of the vehicles, the Department will pay for this crew at the hourly Backpack rate for a (2-person Backpack crew + 3rd Applicator) as quoted in the Schedule of Items, times 115% for each hour of work.

III. General Notes

1. All Bidders must submit an affidavit of liability insurance and a copy of all State of Maine Master and Operator licenses for employees assigned to the Work prior to award.
2. The Department may require a meeting with the Contractor prior to Award at their facility to review equipment and personnel to insure the Contractor has sufficient resources for satisfactory completion of the Work.
3. All required traffic control for Vegetation Management activities shall be incidental to the Contract.

4. The Contractor shall apply herbicides in accordance with Maine state pesticide regulations, Department policies, and EPA label requirements to include but not be

limited to: quality of application, safety standards, spill mitigation, and personal conduct.

5. The Contractor shall employ a minimum of one Master level Maine licensed pesticide applicator with current license and with appropriate categories for the intended work. The Contractor shall provide a commercial Operator or Master level Maine licensed pesticide applicator with the appropriate category to be on site for every herbicide application.
6. The Department may require the Contractor to submit copies of pesticide licenses for all employees engaged in roadside spraying for the Department prior to the commencement of Work each year. **Failure to do so by March 31st may result in progressive discipline up to and including Contract termination.**
7. The Department may at any time request to review all applicable pesticide licenses for employees engaged in pesticide application. Failure to produce licenses while engaged in these activities may result in stoppage of Work. Work shall not commence again until the Department is satisfied licenses are verified.
8. The Contractor shall supply all the equipment necessary to apply herbicides in a safe and effective manner.
9. The Department shall supply all herbicides, herbicide related materials, formulas, and formula rates.
10. The Contractor shall have a complete SPC Economy Universal Spill Kit such as those supplied by Sorbent Products or equivalent, in all vehicles that are carrying herbicides whether concentrates or mixes.
11. The Contractor shall have a working cellular phone on site. The number of the phone shall be provided to the Department's Region Offices where the Work is performed and to the Department's Statewide Vegetation Manager.
12. When performing Vegetation Management, the Region Office shall be contacted, by e-mail, to e-mail addresses supplied by the Department, at the beginning of each day Work is to be performed with anticipated locations the Contractor anticipates working that day. Regions may request updates from the Contractor by phone when Contractor crews change locations during the day.
13. The Contractor shall submit Daily Spray Work Reports to the Department using an internet reporting system provided by the Department, no later than the end of business the day following application.

14. Each of the Contractor's vehicles used for this Contract shall be equipped with a minimum of 2 high intensity rotating or strobe lights plainly visible from the front and the rear. The lens shall be clear amber glass. The bulb shall be a minimum of 1,000,000 candlepower. The light ray shall sweep at a rate of 60 flashes per minute over a 360-degree area. This signal system shall be in operation continuously while the vehicle is on any part of the travel lanes, ramps, or shoulders.
15. All warning signs used by the Contractor shall be 3'x3' diamond shape with 5" high black letters on an orange background except when working on the interstate where the sign size shall be 4'x4' with 6" letters. Roadside signs shall be set with the bottom of the sign at least 1' above the travel way. Vehicle mounted signs shall be mounted with the bottom of the signs at a minimum height of 48 inches above the pavement.
16. The Contractor shall understand and be familiar with and at all times comply with all Federal, State, and local ordinances, and regulations which in any manner affect the conduct of this Work. The Department shall stop the Contractor if violations are observed. The Contractor shall not resume Work until the violations are resolved to the satisfaction of the Department. **Failure to do so may result in progressive discipline up to and including Contract termination.**
17. The Contractor shall not be compensated for non-approved work, regulatory violations, or fraudulent reporting.
18. The Department may require a pre-construction meeting at the Region Office to review policies, procedures, and regulations.
19. The Department will provide maps identifying spray routes to be treated and information regarding length and location. The mileage information provided shall be the official mileage used as the measurement for compensating the Contractor.
20. There shall be no guarantee of a minimum number of miles or hours worked.
21. The Department will only pay for actual hours worked or miles covered. The Department will not pay for travel time to or from Work.
22. The Department may increase or decrease the Contract amount and quantities from those estimated and such increase or decrease shall not be considered Extra Work.
23. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid.
24. The Contractor is considered to be at Work during the day while performing assigned duties and travelling from one site to another.

25. The Contractor may use Department camps to store trucks and equipment while operating in the crew area covered by the camp. Arrangements must be made in advance with the Region Vegetation Manager for such purposes.
26. Regions may require the Contractor to notify crew supervisors in advance of when work is scheduled in their crew area. Water for filling spray tanks may be available at camps after authorization from the crew supervisor. The Department will provide lists of contacts and phone numbers upon request.
27. Workers shall have appropriate personal safety equipment including but not limited to hard hats, reflective vests, safety glasses, hearing protection, steel toe boots, and PPE to comply with all Federal and State regulations, and Department policies.
28. When using more than one herbicide in combination, the most stringent PPE requirements must be followed. If the Department observes the Contractor is not complying with label requirements for PPE it may result in stoppage of Work. Work may not commence again until corrections have been made to the satisfaction of the Department.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

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

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

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

The Bidder must Deliver its Bid 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 Project or Work location, and/or 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".

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

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

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

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

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

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

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

Amend this Section by adding the following:

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

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

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

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.”

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work and the Department may inspect the equipment that will be available for the Work.

The Bidder further offers and agrees that the equipment will be available for the Work, plus any additional equipment necessary to perform the Work in an efficient and workmanlike manner.”

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

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

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

- (C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- (D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- (E) Failure to accept an Award of a Contract made by the Department.
- (F) Failure to provide information requested by the Department in a timely manner.
- (G) Debarment, suspension or a denial of prequalification or 'award of contract' by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- (H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- (I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- (J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- (K) Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is "Not Qualified".

103.5 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 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 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.4.3 Progress Meetings Delete the entire section 104.4.3.

Portions of the following provisions are repeated here from the Standard Specifications for clarity:

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.”

SPECIAL PROVISION SECTION 107
TIME

Delete the entire section 107.4 and replace with the following:

107.4.1 General Duty of Contractor The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

SECTION 109 - CHANGES

Scope of Section: This Section contains general provisions related to changes in quantities, scope, time and payment.

109.1 Changes in Quantities

109.1.1 Changes Permitted The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor’s Bid. The Contractor accepts such payment as full and complete compensation.

109.1.2 Substantial Changes to Major Items If quantities of Major Items vary from the estimated quantities contained in the Bid Documents by more than 25%, then the Department may increase or decrease the Unit Price of such item using the extra work process. For related provisions, see Section 109.3 - Extra Work and Section 109.8 –

Contract Modification. If an adjustment to the Unit Price is made, it will apply only to that portion of the actual quantity that is less than 75% of the estimated quantity or more than 125% of the estimated quantity.

109.2 Elimination of Items Upon written notification to the Contractor, the Department may entirely eliminate item(s) of Work for any reason. Upon notification, the Department is entitled to a credit. For Minor Items, the credit shall be the

Contractor's Bid price for the eliminated item(s). For Major Items, the amount of the credit shall be the Contractor's Bid price for the eliminated item(s), less (A) direct costs actually incurred by the Contractor after Award, including mobilization, shipping, and restocking expenses that the Contractor cannot recoup on other Projects as reasonably determined by the Department, and (B) 10% for overhead and profit. The Department may withhold said credit from amounts otherwise due the Contractor.

109.3 Extra Work The Department reserves the right to revise the Contract by adding Extra Work. Such revisions neither invalidate the Contract nor release the Surety. The Contractor and/or its Surety agree to perform all such Extra Work. The Department will pay for Extra Work by written Contract Modification in accordance with Section 109.7.1 – General and Section 109.7.2 – Basis of Payment. Any Delay related to Extra Work will be analyzed in accordance with Section 109.5 – Adjustments for Delay. For a related provision, see Section 109.8 – Contract Modification.

SECTION 110 - INDEMNIFICATION, BONDING AND INSURANCE

Scope of Section This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.1 Indemnification The Contractor agrees to indemnify, defend, and hold harmless the Department and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and property damage arising out of or relating to this Contract or the performance of Work by the Contractor and its Subcontractors, subconsultants, Engineers, suppliers, any individuals or entities directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Department. Damages covered include, but are not limited to, all Dispute resolution costs including court costs, attorney's fees, and the fees of Engineers and consultants, arbitrators, and other professionals related to Dispute defense and preparation.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor,

sub consultant, Engineer, supplier, or other individual or entity under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

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

110.3.1 Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

110.3.3 Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

110.3.8 Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SPECIAL PROVISION SECTION 112
DEFAULT AND TERMINATION

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

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract.
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.
- F. Discontinues the prosecution of the Work without Departmental approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. Fails to resume Work which has been suspended as required by the Contract,
- J. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- I. Allows any final judgment to stand against the Contractor unsatisfied for a period of ten Days,
- K. Makes an assignment for the benefit of creditors without authorization by the Department, or
- L. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1st Incident: If the Contractor does not take corrective action within two days upon receipt of verbal warning, 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 occurs, the Department may give written Notice of Default 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.