

SERVICE AND CONSTRUCTION

HVAC & BURNER SERVICES

(NO WIN PROJECT)

REGION 1

2021

Updated 05/15/2020

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.

NOTE: Electronic Bids will not be accepted for this bid.

2. As a minimum, the following should be received prior to the time of Bid opening: a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items or Schedule of Items in Appendix A, d) two copies of the completed and signed Contract Agreement 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.
3. Include prices for all items in the Schedule of Items. Or all items in section bid or all items to be 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
 - WIN or Title: HVAC & Burner Services
 - Towns, Regions or Location: Region 1
 - 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: HVAC & Burner Services
- Towns, Regions or Location: Region 1
- 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 to 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
- WIN or Title: HVAC & Burner Services
- Towns, Regions or Location: Region 1
- 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.

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 **HVAC & Burner Services** in **REGION 1**” 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 **September 15, 2021** and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract. **Electronic Bidding will not be available for this bid.**

Description: HVAC and Burner Services

Location: In Region 1 which includes locations in Androscoggin, Cumberland, Oxford, Sagadahoc, and York Counties.

Outline of Work: Perform preventive maintenance and repair services for heating, ventilation and air conditioning units, and patch heaters, pressure washers and culvert steamers in Region 1 and other incidental work.

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

Bid Documents, 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 Office in Scarborough. 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.

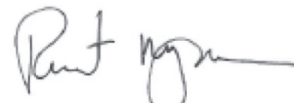
Each Bid must be made upon blank forms provided by the Department.

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
August 18, 2021



ROBERT MCFERREN
REGION MANAGER
SOUTHERN - REGION 1
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)

CTM: _____
TEDOCS# _____
CSN _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE WORK

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

The Vendor Customer Number of the Contractor is _____.

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

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

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

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **HVAC & Burner Services** in the towns in **Region 1**, in the Counties of Androscoggin, Cumberland, Oxford, Sagadahoc, and York, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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 on October 1, 2021 or when executed, whichever is latest and expires on September 30, 2022. 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

\$ _____ .

The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, *Standard Specifications, March 2020 Edition* as updated through advertisement, Division 100 - General Conditions, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Contract Agreement.

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, *Standard Specifications, March 2020 Edition*, Division 100 - General Conditions, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Robert McFerren
Manager, Region 1 Southern
Bureau of Maintenance & Operations

CTM: _____
TEDOCS# _____
CSN _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE WORK

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

The Vendor Customer Number of the Contractor is _____.

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

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

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

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **HVAC & Burner Services** in the towns in **Region 1**, in the Counties of Androscoggin, Cumberland, Oxford, Sagadahoc, and York, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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 on October 1, 2021 or when executed, whichever is latest and expires on September 30, 2022. 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

\$ _____ .

The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, *Standard Specifications, March 2020 Edition* as updated through advertisement, Division 100 - General Conditions, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Contract Agreement.

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, *Standard Specifications, March 2020 Edition*, Division 100 - General Conditions, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Robert McFerren
Manager, Region 1 Southern
Bureau of Maintenance & Operations

CTM: _____

TEDOCS# _____

CSN _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE WORK

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and ABC COMPANY (“Contractor”) a corporation or other legal entity organized under the laws of the State of ME, with its principal place of business located at 123 ANY STREET, TOWN, ST 00000, with a mailing address of PO BOX XXX, TOWN, ST 00000, and a telephone number of (123)456-7890.

The Vendor Customer Number of the Contractor is VC00000000.

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

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

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

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Heating Services**, in **Regions 2, 3 & 4**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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 on December 15, 2018 or when executed, whichever is latest and expires on **December 15, 2019** 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 approximately four (4) additional years.

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 Two dollars)** **\$ (repeat bid here in numerical terms, such as \$102.00)** .

The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, *Standard Specifications, March 2020 Edition* as updated through advertisement, Division 100 - General Conditions, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Contract Agreement.

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, *Standard Specifications, March 2020 Edition*, Division 100 - General Conditions, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

APPENDIX A
 SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time as set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents

Bidder is required to bid all Items.

Subtotals by category	Subtotal Bid Amounts
Subtotal for Heating Units and Air Conditioners (from Appendix A page 9)	\$
Subtotal for Patch Heaters and Culvert Steamers (from Appendix A page 11)	\$
Subtotal for Power Washers (from Appendix A page 12)	\$
Subtotal for Stripper Units (from Appendix A page 13)	\$
TOTAL BID	\$

See following pages Appendix A, Schedule of Items

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)

Maine Department of Transportation
Appendix A
Schedule of Items

Company Name: _____ Contact Name and Phone #: _____
Address: _____

HEATING and AIR CONDITIONING UNITS

Locations, unit info, and contacts for scheduling maintenance appointments.

Physical Address	Location/Bldg #	QTY	Model	Make/ Burner	Type	Total Bid Amount per Year (for each address)
51 Pleasant Hill Road .5 mi. from jct. Rte. 1 Scarborough, ME 885-7000	Regional HQ / #36048	1	Weil McClain	Carlin	Boiler	
		1	Air Comp. w/ 20 Pneumatic Thermostats		Air Comp	
	Conf. Room	2	Air Handlers Mitsubishi		AHU AC	
		2	Trane Roof Top Unit		RTU	
		4	York Roof Top Unit		RTU	
		2	Taco Circulator		Pump	
		4	Herman Nelson AAF Unit Ventilators		UV	
		2	Cond Unit Mitsubishi		A/C	
		2	Herman Nelson Basement Unit Ventilators		UV	
	Controlled by Honeywell DCC Controls. The Contractor MUST possess the license needed in order to be able to access the computer system and have the ability to service, maintain and trouble shoot these controls.					
Lump sum for annual preventive maintenance services for equipment listed at this site.						\$

Lump sum for annual preventive maintenance services for equipment listed at this site.

61 Pleasant Hill Road .5 mi. from jct. Rte. 1 Scarborough, ME 885-7000	Fleet Service / #36155	2	Hot Air Furnace Armstrong	Beckett	Hot Air	
	Fleet Service / #36155	1	Used Oil Furnace	Carlin	Used Oil	
	Fleet Service / #36155	1	Roof Top AC Unit	Carrier	AC	
		1	Air Handler	Carrier	AC	
Lump sum for annual preventive maintenance services for equipment listed at this site.						\$

Lump sum for annual preventive maintenance services for equipment listed at this site.

51 Pleasant Hill Road .5 mi. from jct. Rte. 1 Scarborough, ME 885-7000	Scarborough Maint. / 36045	1	Hot Air Furnace Metromatic	Beckett	Hot Air	
	Scarborough Maint. / 36046	1	Hot Air Furnace Metromatic	Beckett	Hot Air	
	Scarborough Maint. / 90839	1	QHT Biasi B10 Boiler	Carlin	Boiler	
Lump sum for annual preventive maintenance services for equipment listed at this site.						\$

Lump sum for annual preventive maintenance services for equipment listed at this site.

Maine Department of Transportation
Appendix A
Schedule of Items

HVAC and Burner Services in Region 1
 6/22/2021

Physical Address	Location/Bldg #	QTY	Model	Make/ Burner	Type	Total Bid Amount per Year (for each address)
30 Query Road .2 mi. east of Rte. 4 North Berwick ME 676-9981	North Berwick / 85870	3	Powermatic Heater	Beckett	UH	
	North Berwick / 46596	1	Armstrong	Beckett	FURN	
		1	Metromatic	Beckett	UH	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
\$						
103 Carl Broggie HW Rte. 202, .5 mi. from Sanford / Lebanon TL Lebanon, ME 676-9981	Lebanon / 35900	1	Thermo Flo Furnace	Beckett	Furn	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
\$						
71 Stone Road west side of road, .3 mi. from Rt. 4, Alfred ME 324-5322	Alfred / 58751	4	Powermatic Heater	Beckett	UH	
	Alfred / 35626	1	Armstrong Hot Air	Beckett	Hot Air	
		1	Hot H2O Heater	Carlin		
Lump sum for annual preventive maintenance services for equipment listed at this site.						
\$						
478 Portland Road Rte. 1, between Portland St & I-295 Yarmouth ME 846-4564	Yarmouth / 21808	1	Cox	Beckett	Hot Air	
	Yarmouth / 21808	1	Armstrong	Beckett	Hot Air	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
\$						

**Appendix A
Schedule of Items**

Physical Address	Location/Bldg #	QTY	Model	Make/ Burner	Type	Total Bid Amount per Year (for each address)
31 Maintenance Way Topsham ME 725-2395	Topsham / 90389	1	Wells McClain Gas		Boiler	
	Topsham / 80327	1	Modine Hot Dawg		UH	
	Topsham / 90389	1	Ground AC Unit	York	CU	
	Topsham / 90389	1	Air Handler	York	AHU AC	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
28 Portland Road Rte 100, 3.8 mil north of Cumberland / Gray TL Gray ME 657-3285	Gray / 35842					
	Gray / 35843	1	Cox	Beckett	Hot Air	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
315 Libby Avenue .4 Mil from Gorham/Windham TL on Rte. 202 Gorham ME	Gorham / 35837	1	Patco	Beckett	Furn	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
48 Saco Road 1.2 mi. from Limington / Standish TL on Rte. 25 Standish ME 642-2787	Standish / 64709	1	Slant fin - Riello	Beckett	Boiler	
	Standish / 36098	1	Metromatic	Beckett	Furn	
		1	Olympia	Beckett	Boiler	
Lump sum for annual preventive maintenance services for equipment listed at this site.						

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HVAC and Burner Services in Region 1
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Physical Address	Location/Bldg #	QTY	Model	Make/ Burner	Type	Total Bid Amount per Year (for each address)
Rt. 202 .14 mi. from Lyman/Hollis TL .2 mi. north jct. Rt. 2 Lyman ME	Lyman / 35920	1	Hallmark	Beckett	Furn	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
2241 Main Street Lovell ME	Lovell / 35916	1	Metromatic AFG	Beckett	Hot Air	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
1341 Maine Street Rte. 26, 6.6 mi. from New Gloucester / Poland TL Poland ME 998-4281	Poland / 35996	1	Allied Air	Beckett	Furn	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
720 Portland Road Rte. 302, .9 mi. from Bridgton Naples TL Bridgton ME 647-5113	Bridgton / 35710 Bridgton / 36158 Bridgton / 10046	2 1	Armstrong Hot Air Furnace Cox	Beckett Beckett	Hot Air Furnace	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
I-95 North Bound Kittery Rest Area Kittery ME	Kittery Rest / 35893	2 1 1 1	Viessman Ground AC Unit Ground AC Unit Trane Air Handler	Riello Bryant Bryant Trane	AC AC AC AHU	

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	1	Bryant Air Handler	Bryant	AUH
Lump sum for annual preventive maintenance services for equipment listed at this site.				
US Route 1 Jct. of Rte. 1 & I-295 Yarmouth ME 846-3820	Yarmouth Info. / 36202	H.B. Smith	Carltn	Boiler
		Ground AC Units	Bryant	AC
		Bryant Air Handlers	Bryant	AC/AHU
		Trane Air Handler	Trane	AHU
Lump sum for annual preventive maintenance services for equipment listed at this site.				
12 Desert Road .2 mi. west of I-295 Freeport ME 865-6751	Freeport / 35822	Allied Air	Beckett	Furn
	Freeport / 35822	New Yorker	Carltn	Boiler
	Freeport / 35822	Trane Air Handlers	Trane	AHU
	Freeport / 35823 Crew QRTS	Goodman Gas Furnace	Goodman	Furn
	Crew QRTS	Goodman Cond Unit	Goodman	AC
Lump sum for annual preventive maintenance services for equipment listed at this site.				

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Physical Address	Location/Bldg #	QTY	Model	Make/ Burner	Type	Total Bid Amount per Year (for each address)
12 Desert Road .2 mi. west of I-295 Freeport ME	Freeport Lab / 65918	1	Carrier Cond Unit			
	Freeport Lab / 65918	1	Carrier Air Handler			
	Freeport Lab / 65918	1	Carrier Condensing Unit			
	Freeport Lab / 65918	2	Penn Barry Exhaust		Fans	
	Freeport Lab / 65918	2	Sterling Hot water			
	Freeport Lab / 65918	2	Captive Aire Exhaust			
	Freeport Lab / 65918	1	Wiel McIane Gas		Boiler	
	Freeport Lab / 65918	1	Bradford Gas Water Heater			
	Freeport Lab / 65918	1	donaldson Dust Collector			
	Freeport Lab / 65918	2	Exhaust		Fans	
Controlled by Honeywell DCC Controls. The Contractor MUST possess the license needed in order to be able to access the computer system and have the ability to service, maintain and trouble shoot these controls.						
Lump sum for annual preventive maintenance services for equipment listed at this site.						
\$						

191 Bridgeton Road Rte. 302, 1 mi. east of jct. 5 & Rt. 302 toward Bridgton 935-2646 Fryeburg ME	Fryeburg / 35828	1	Cox	Beckett	Furn	
	Fryeburg / 35916	1	Metromatic	Beckett	Furn	
	Fryeburg Info. / 65974	1	Air Handler		AHU	
	Fryeburg / 65919	1	Axeman Anderson	Beckett	Boiler	
	Fryeburg / New Truck Quarters Info	1	Slant - Fin Eutectic EC-20 Carrier Cond. Unit	Briello	Boiler AC	
	Lump sum for annual preventive maintenance services for equipment listed at this site.					
\$						

576 US Route 1 Rte. 1 behind old state police barracks Scarborough ME 883-2541	W. Scar / 46511	1	Cox	Beckett	FURN	
	W. Scar / 46496	1	Snyder General	Ducane	FURN	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
\$						

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Physical Address	Location/Bldg #	QTY	Model	Make/ Burner	Type	Total Bid Amount per Year (for each address)
250 Poland Spring Rd Danville ME 04223 782-4759	Danville/35641	1	Lennox Oil		Furn	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
470 Commercial St Portland ME Under Casco Bay Bridge On Portland Side 879-2576	Casco Bay/36012	1	Trane Condensing Unit	Trane	AC	
		1	Dunham Bush Chiller Barrel	Dunham	AC	
		1	B&G Chiller Pump	B&G	Pump	
		1	Chromolox Electric Boiler		Boiler	
		1	B&G Hot Water Pump	B&G	Pump	
		12	Radiant Panels (Markel)		HT	
		5	Fan Coil Units	Trane	Heat/AC	
	1	Kitchen Exhaust fan				
Lump sum for annual preventive maintenance services for equipment listed at this site.						
3 Ferry Ln York ME	1-95 NB Weigh Station	3	Carrier Gas Furnace		Furn/AC	
		3	Carrier Cond. Unit		AC	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
6 Beech Ridge Rd Kittery ME	1-95 SB Weigh Station	1	Trane Gas Furnace		FURN/AC	
		1	Trane Cond Unit		AC	
		1	Comfortaire		Window Heat/AC	
Lump sum for annual preventive maintenance services for equipment listed at this site.						
Lump sum for annual preventive maintenance services for equipment listed at this site.						

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HVAC and Burner Services in Region 1
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Repair/Emergency Service Hourly Rates for all locations in Region 1	Approximate Quantity & Units	Unit Price (\$ per hour)	Bid Amount (Quantity x Unit Price)
Hourly rate for repair/emergency services at this site - Regular hourly rate	50 hours		\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)	50 hours		\$
Parts Allowance for estimated parts per year			\$53,000.00
SUBTOTAL FOR HEATING UNITS AND AIR CONDITIONERS			\$

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PATCH HEATERS									
Plate #	Make	Model	Serial #	Fuel	Burner	Crew #	Approximate Quantity & Units	Unit Price (\$ per Service)	Bid Amount (Quantity x Unit Price)
T28-060	Falcon	P4N2R1	1F9P41526M339094	Diesel	Beckett	71111	1 Service per year	\$	\$
T28-068	Falcon	P4N2R1	1F9P415219M339006	Diesel	Beckett	71102	1 Service per year	\$	\$
T28-108	Spaulding RMV	SPH4-3.0	4S9PD212BM097694	Diesel	Beckett	71108	1 Service per year	\$	\$
T28-109	Spaulding RMV	SPH4-3.0	4S9PD2121BM097693	Diesel	Beckett	71107	1 Service per year	\$	\$
T28-296	Falcon	M10259	1F9P41622GM339236	Propane	N/A	71119	1 Service per year	\$	\$

CULVERT STEAMERS									
Plate #	Make	Model	Serial #	Fuel	Burner	Crew#	Approximate Quantity & Units	Unit Price (\$ per Service)	Bid Amount (Quantity x Unit Price)
T22-092	Alkota	5357	1W4200E24D8090983	Diesel	Wayne	71105	1 Service per year	\$	\$
T55-228	Alkota	45-530GD	5NHUUS22X5W022458	Diesel	Wayne	71108	1 Service per year	\$	\$
T55-423	Aaladin	T83400c/c	5A2E61225WB00568	Diesel	Wayne	71102	1 Service per year	\$	\$
T55-481	Alkota	DCE 714-5	4DKUS172755000050	Diesel	Wayne	71111	1 Service per year	\$	\$
T55-U10	Alkota	5305A	5A2E61224WB00567	Diesel	Wayne	71107	1 Service per year	\$	\$
T81-109	Alkota	45320	1UK500E2261057217	Diesel	Wayne	71109	1 Service per year	\$	\$

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Repair/Emergency Service Rates for patch heaters & culvert steamers in Region 1	Approximate Quantity & Units	Unit Price (\$ per hour)	Bid Amount (Quantity x Unit Price)
Hourly rate for repair/emergency services - Regular hourly rate	40 hours	\$	\$
Hourly rate for repair/emergency services - Premium hourly rate (see Measurement and Payment)	20 hours	\$	\$
SUBTOTAL FOR PATCH HEATERS AND CULVERT STEAMERS includes all locations and repair/emergency service			

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POWER WASHERS						
Location	Make	Serial #	Model	Approximate Quantity & Units	Unit Price (\$ per Service)	Bid Amount (Quantity x Unit Price)
Alfred	Hotsy	1240	560 SS	1 Service/year	\$	\$
York	Hotsy	1255	560 SS	1 Service/year	\$	\$
No. Berwick	Hotsy	1243	560 SS	1 Service/year	\$	\$
Yarmouth	Hotsy		560 SS	1 Service/year	\$	\$
Freeport	Hotsy	1234	560 SS	1 Service/year	\$	\$
Topsham	Hotsy	1233 & 1236	560 SS	1 Service/year	\$	\$
Gray	Hotsy	1252	560 SS	1 Service/year	\$	\$
Bridgton	Hotsy	1238	560 SS	1 Service/year	\$	\$
Poland	Hotsy	1237	560 SS	1 Service/year	\$	\$
Danville	Hotsy	1241	560 SS	1 Service/year	\$	\$
Gorham	Hotsy		560 SS	1 Service/year	\$	\$
Standish	Hotsy	1244	560 SS	1 Service/year	\$	\$
Fryeburg	Hotsy	11090340-161360	560 SS	1 Service/year	\$	\$
Scarborough Camp	Hotsy	1261	560 SS	1 Service/year	\$	\$
Scarborough Fleet Services	Hotsy	1235	560 SS	1 Service/year	\$	\$
Repair/Emergency Service Rates for power washers in Region 1						
Hourly rate for repair/emergency services - Regular hourly rate				40 hours	\$	\$
Hourly rate for repair/emergency services - Premium hourly rate (see Measurement and Payment)				20 hours	\$	\$
SUBTOTAL FOR POWER WASHERS locations and repair/emergency service				includes all		

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MOBILE STRIPER VEHICLE BURNERS						
Town/Location Contact & phone	Mobile Striper Vehicle Plate #	Unit	Approximate Quantity & Units	Unit Price (\$ per service)	Bid Amount (Quantity x Unit Price)	
Regionwide in Region 1	Plate T07-114	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000				
MDOT Mobile Striping Trucks	Plate T07-115	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000				
with Furnace on body of vehicle	Plate T07-116	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000				
Contact is	Plate T07-118	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000				
Dennis Robertson 592-8383	Plate T07-119	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000				
Repair/Emergency Service Hourly Rates for striper vehicle burners in Region 1						
Hourly rate for repair/emergency services - Regular hourly rate			15 hrs	\$	\$	
Hourly rate for repair/emergency services - Premium hourly rate (see Measurement and Payment)			20 hrs	\$	\$	
SUBTOTAL FOR STRIPER VEHICLE BURNERS IN REGION 1						
					\$	

All Parts will be supplied by MDOT

**Electronic bidding will NOT be available
for this bid.**

**Bids will NOT be accepted
by email or fax.**

**SIGNED PAPER BIDS ARE REQUIRED
and may be
mailed, sent express or hand delivered.**

For further information, see “BIDDING INSTRUCTIONS”
which are located near the front of the bid book.

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the “Request for Information” form. 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 in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the “Request for Information” form.

Contract Administrator

The Contract Administrator for this contract will be:

John Maksut, Transportation Operations Manager
Maine Department of Transportation
51 Pleasant Hill Road
Scarborough, ME 04070

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.

Contractor Requirements

Within 7 days of the Notice of Intent to Award and prior to award, the Apparent Low Bidder must submit proof that they employ at least two persons licensed to perform the work. The Contractor shall employ at least two persons licensed to perform the Work for the duration of the contract. The Apparent Low Bidder shall provide the Department with a list of licensed technicians prior to award. The Contractor shall maintain and update this list for the duration of the contract, including prior to modifying the contract to extend the duration and, as needed, prior to performing Work.

There are HVAC systems controlled by Honeywell DCC controls. The Contractor MUST possess the license needed in order to access the computer system and have the ability to service, maintain and trouble shoot these controls.

The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within 24 hours or less when MaineDOT has determined an emergency.

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in maintenance and repair of furnaces.

Contract Time

The Contractor will be allowed to commence work on or after the execution date.

Heating Units are to be serviced annually between August 30th and October 1st of the contracted year and must be scheduled and coordinated prior to this date with the Department Contract Administrator. Work is to be performed during MaineDOT operating

hours unless otherwise authorized. Work scheduled at designated locations must be complete before moving on to the next scheduled area.

Air Conditioning Units are to be serviced annually between May 1st and May 31st and must be scheduled and coordinated prior to this date with the Department Contract Administrator. Work is to be performed during MaineDOT operating hours unless otherwise authorized.

Waste Oil Furnaces are to be cleaned on the annual visit, and are to be cleaned the first week of each month between November and May.

Patch heaters shall have preventive maintenance performed between July 1st and September 30th of each year.

Culvert Steamers shall have preventive maintenance performed between July 1st and September 30th of each year.

Power Washers shall have preventive maintenance performed between July 1st and September 30th of each year.

Scope and Specifications of Work to be Performed

The locations of work are identified in the Appendix A, Schedule of Items.

Work covered by this contract consists of providing all labor and furnishing all equipment, supplies, materials and other applicable tools/items needed to perform the Work

The Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B or government closure days unless otherwise directed by the Department.

A. Repair/Emergency Work

Work covered under this contract is repairing existing heat and air conditioning units and striper furnaces is not intended to be used for replacing and installing new equipment. Major or extensive work to systems and replacements may be contracted separately under the discretion of the Department.

The Contractor shall repair equipment listed in Appendix A as directed by MaineDOT during regular business hours of 7:00 a.m. to 3:30 p.m. unless otherwise authorized by MaineDOT. Replacement parts shall be billed on an itemized invoice. Contractor is to receive prior approval from the Contract Administrator for parts orders over \$500.00. Miscellaneous items and materials shall not be billed separately, but shall be considered incidental to related items.

When the MaineDOT designates work as emergency work, the Contractor must respond and be on site within 24 hours of the initial contract by the Department. Travel time for emergency calls will not be measured for payment and considered incidental to the hourly rate.

The Contractor is required to get prior approval from the Contract Administrator in order to invoice for additional technicians and equipment needed to perform work.

Contractor's invoices, in addition to invoicing requirements in Appendix B, shall itemize labor and materials used and identify the unit number for all items and materials invoice. MaineDOT has identified each unit per location with a unique number.

B. Preventive Maintenance Work

Service reports stating date, time, technician's name, work completed, location of unit, building #, unit type and noting any obvious problems or recommendations for repairs will be completed and left on site.

Update service log on each unit and indicate date of service, type of service performed and technician's name.

Service and parts needed over and above what is specified in this agreement must be authorized by the MaineDOT prior to any work performance or replacement.

Upon written notification and contract modification, equipment and locations may be changed or deleted, and added at agreed upon prices.

Furnaces, Waste Oil Furnaces

The Contractor shall perform preventive maintenance work as described below on furnaces, waste oil furnaces.

Preventive maintenance work to each unit shall include but not limited to the following:

1. All safety devices will be cleaned, overhauled and adjusted as necessary.
2. All furnaces and heat exchangers will be cleaned and inspected.
3. All controls will be checked, cleaned and calibrated.
4. All electrical connections will be inspected and tightened if required.
5. All corroded components of the heating system will be cleaned and reported.
6. All units will be started and run through a complete heating cycle to ensure trouble-free operations.
7. All heating equipment will be fired, tested and adjusted for maximum efficiency.

8. All burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
9. All filters will be replaced with pleated filters twice a year, once during the annual service and the second from January 1 to February 1. Waste oil filters shall be changed as needed if more than once or monthly.
10. All motors, bearing, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
11. All motors, pumps, fans couplings, seals and mounts will be inspected and adjusted.
12. Drive belts will be inspected and replaced as required.
13. Defective and inoperative equipment will be identified and reported immediately to Contract Administrator.

Ventilation and Air Conditioning Units

The Contractor shall perform preventive maintenance work as described below on Ventilation and Air Conditioning Units.

Work is to be performed during MaineDOT operating hours unless otherwise authorized.

Preventive maintenance service to each unit shall include but not limited to the following:

1. Equipment will be cleaned and inspected for proper airflow.
2. Coils and blowers will be inspected, brush-cleaned and vacuumed from dust.
3. Disposable filters will be replaced with pleated filters and washable filters will be cleaned.
4. Motors, pumps, fans, couplings, seals and mounts will be inspected and checked for proper operation and condition.
5. Motors, bearings, automatic valves and other equipment requiring lubrication will be lubricated as required and adjusted.
6. Safety Devices will be cleaned and checked for proper operation.
7. OEM temperature controls will be cleaned and calibrated.
8. Electrical connections will be inspected and tightened.
9. Drive belts will be replaced, aligned and tensioned.
10. Air conditioning and ventilation equipment will be tested and adjusted for maximum efficiency.
11. Defective and inoperative equipment will be identified and reported immediately.
12. The refrigerant will be tested and charged if needed.

Patch Heaters, Culvert Steamers and Power Washers

The Contractor shall perform preventive maintenance work as described below on Patch Heaters, Culvert Steamers and Power Washers.

The MaineDOT will bring patch heaters and culvert steamers for servicing to the Maine DOT Maintenance Lot on Pleasant Hill Road in Scarborough. The Contractor shall coordinate the schedule with the MaineDOT.

Work is to be performed during MaineDOT operating hours unless otherwise authorized.

Preventive maintenance service to each unit shall include but not limited to the following:

1. All safety devices will be cleaned, overhauled and adjusted as necessary.
2. All heat-chambers will be cleaned and inspected.
3. All controls will be cleaned and calibrated.
4. All electrical connections will be inspected and tightened if required.
5. All corroded components will be cleaned and reported.
6. All units will be started to ensure trouble-free operations.
7. All equipment will be fired, tested and adjusted for maximum efficiency.
8. All burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
9. All filters will be replaced with pleated filters.
10. All motors, bearings, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
11. All motors, pumps, fan couplings, seals and mounts will be inspected and adjusted.
12. Belts will be inspected and replaced as required.
13. Defective and inoperative equipment will be identified and reported immediately.

Measurement and Payment

The estimated hours for Repair/Emergency Work in no way guarantees that the MaineDOT will assign Work for any or all of the total amount.

For Repair/Emergency Work, the Contractor shall be paid by the hour for each accepted hour Work is performed for the Department. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. The total amount of hours will be rounded off to the nearest ¼ hour. No truck costs, disposal fees, miscellaneous materials, expenses, mileage, meals, phones nor all overhead expenses will be paid. Accepted quantities will be paid for at hourly rates bid which shall include full compensation for all equipment, labor, materials and incidentals required. Regular hourly rate will be applied to the hours of Monday through Friday from 7 AM to 3:30 PM. Premium hourly rate will be applied to the following:

- Emergency work after 3:30 PM and before 7AM
- Weekend work on Saturday and/or Sunday
- Work after 8 hours

For Preventative Maintenance Work, the Department will pay for the accepted quantities of Preventative Maintenance Work at each location at the Contract Lump Sum price for each location, such payment being full compensation for all labor, equipment, materials and incidentals for performing the work identified in this contract including cleaning, calibration, testing, adjusting and all other work required. The annual service and the monthly cleaning is included in the contract lump sum price each site for the waste oil furnaces. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. No truck costs, disposal fees, miscellaneous materials, expenses, mileage, meals, phones nor all overhead expenses will be paid.

Replacement parts shall be billed on an itemized invoice. Parts for furnaces on striper units will be provided by MDOT. Parts for other furnaces and air conditioning units will be furnished by the Contractor and paid for up to \$500 without prior approval from the Department and greater than \$500 with approval from the Department.

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. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Continues to perform Work after the Department directs that Work be stopped,
- G. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.
- H. Fails to obtain prior approval from the Contract Administrator when specified in the contract.
- I. Fails to perform Quality Work. If the Department determines that the Contractor should return to the same location, same furnace, to resolve the same original issue within 30 Heating Days then the Work performed was not Quality Work. Heating days will be measured from October 15 through April 15.
- J. Fails to submit proper invoices identifying work and unit or does not complete and submit accurate service reports and service logs.

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 2 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.

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 Contract Completion Date Delete the entire section and replace with the following:

“The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form.”

101.2 Definitions Contract Execution Delete the entire section and replace with the following:

“Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department.”

101.2 Definitions Contractor Delete the entire section and replace with the following:

“After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, “Contractor,” with a lower case “c,” may mean a firm engaged in construction Work.”

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, WIN (if applicable) 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 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

SPECIAL PROVISIONS
FOR STATE FUNDED TRANSPORTATION RELATED MAINTENANCE WORK

1. **BENEFITS AND DEDUCTIONS** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

2. **INDEPENDENT CAPACITY** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

3. **DEPARTMENT'S REPRESENTATIVE** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail Work if necessary to ensure proper execution of the Contract, to take actions needed to assure that the Contractor's Work conforms with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work, to reject Unacceptable or Unauthorized Work and to refuse to approve Progress and Final Payments until Unacceptable or Unauthorized Work is corrected. The Contract Administrator shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor. Unless authorized by the Contract Administrator, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract.

The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

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

5. **CHANGES IN THE WORK** The Department shall have the right to alter the nature and extent of the Work as provided in the Contract, the Contract Amount being adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the

Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontractor. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of the Contract shall in any case release the Contractor of its liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of Work to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

- g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis pursuant to this Contract any personnel who are or have been at any time during the period of this Contract in the employ of the State of Maine, except regularly retired employees, without the written consent of the Department. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of MaineDOT who has not been retired for at least one year without the written consent. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State of Maine at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or at any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **WARRANTY OF NO COLLUSION** The Contractor hereby certifies that it did not, directly or indirectly, enter into any agreement, participate in any collusion or otherwise take any action in restraint of competitive bidding in connection with this Contract. For breach or violation of this warranty, MaineDOT shall have the right to annul this Contract without liability. Further, MaineDOT shall have the right to recover the full amount of such fee, commission, gift, or the value of consideration that may have been transferred by the Contractor in violation of this clause.

12. **RECORDS; ACCESS** The Contractor and its subcontractors shall maintain all books, documents, payrolls, papers, accounting records and information of any type on any medium ("Project Records") that pertain to this Contract for such period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Upon request by MaineDOT, the Contractor and its subcontractors shall make Work Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

13. **TERMINATION AND FAILURE TO PERFORM** The Department may terminate this Contract with or without cause upon 7 days written notice. 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. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices.

If for any reason the Contractor is unable to complete the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. Any

delay by the Department in providing a written Notice of Default shall in no way constitute a waiver by the Department of any provision of the Contract. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed.

In addition 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.

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

15. **GOVERNING LAW** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

16. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Claims to which this indemnification applies include, but are not limited to, the following: (i) claims suffered or incurred by any Contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as Department employees.

17. **NOTICE OF CLAIMS** The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

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

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

Commercial General Liability With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures. The Department shall be named as additional insured on the Commercial General Liability insurance policies carried by the Contractor that are applicable to the Work.

Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$400,000.00 per occurrence.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

19. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. **INTEGRATION** All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority:

- Contract Agreement, Transportation Related Maintenance Work
- Bid Amendments (most recent to least recent)
- Appendix A – Special Provision Specifications of Work to be Performed or Request for Proposals
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work
- Appendix C – Special Provisions
- Any remaining appendices in alphabetical order.
- Any remaining Special Provisions
- The Department's Notice to Contractors and any amendments

21. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

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

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

24. **SET-OFF RIGHTS** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT's right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

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

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Contract Administrator. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Contract Administrator may suspend the Work by written notice until such orders are complied with.

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

26. ENVIRONMENTAL REQUIREMENTS

Temporary Soil Erosion and Water Pollution Control If the Work involves excavation or placement of soil, the Contractor shall stabilize the area on a daily basis and comply with all applicable federal, state, and local laws, rules, regulations, permit requirements and conditions.

Hazardous Materials If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

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

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

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

- A. Withhold all Progress Payments, or any portion thereof, during the period the Contractor is in non-compliance;
- B. Remedy such non-compliance using State forces or another Contractor and deduct all costs incurred by the Department from Progress Payments. Such costs include direct costs, Project Engineering costs, and Contractor costs from amounts otherwise due the Contractor, and/or
- C. Suspend the Work for cause and without cost or liability to the Department. Said suspension shall continue until the Contractor has addressed all non-compliance issues as directed by the Department.

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

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

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

28. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the Work will be free from warranty defects for one year or as otherwise specified in this Contract. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department.

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

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

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

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

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract.

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

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or Non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. 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, or failure of Subcontractors to make payments to Sub-Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. All other causes that the Department reasonably determines negatively affect the State's interest.

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

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

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

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

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

32. **NOTICE REQUIRED** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Contract Administrator within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to Contract requirements without a timely Notice of Issue for Consideration.

33. **ENTIRE CONTRACT** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving

party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.