

ON CALL STEEL FABRICATION

STATEWIDE

2023

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 (see 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 items Contractor is bidding in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title: On Call Steel Fabrication
 - Location: Statewide
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

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

- Double Envelope: Bid Enclosed
- Title: On Call Steel Fabrication
- Location: Statewide
- Date of Bid Opening:
- Name of Contractor:

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

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

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

Bid Enclosed: Do Not Open
Title: On Call Steel Fabrication
Location: Statewide
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 **On Call Steel Fabrication, STATEWIDE**” 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 **March 1, 2023**, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. All responsive bidders 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: On Call Steel Fabrication

Location: Statewide

Outline of Work: Detailing and fabricating structural steel bridges, ancillary bridge products and other steel structures, and other incidental work.

Contracts may be awarded to each responsive, responsible bidder meeting the requirements and specifications.

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

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. All publications and project specific documents may be obtained from the Maine Department of Transportation, **Attn.: Mailroom**, 24 Child Street, Augusta, Maine 04333-0016 or purchased by telephone at (207) 624-3536. 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]. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

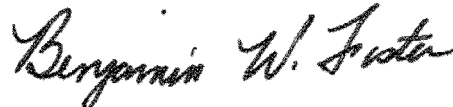
There will be no bid bond, performance bond or payment bond required.

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

This Contract is subject to all applicable State Laws.

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

Augusta, Maine
February 8, 2023



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

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

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 **On Call Steel Fabrication, Statewide** in 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 when executed, and expires on **December 31, 2023**, unless extended under the terms of this contract. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to four (4) additional years.

C. Price.

The original Contract amount is **One Hundred Thousand Dollars and no cents (\$100,000.00)**. The Contract amount will be determined by the actual work authorized and performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

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: Benjamin W. Foster
Bridge Maintenance Engineer
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 **On Call Steel Fabrication, Statewide** in 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 when executed, and expires on **December 31, 2023**, unless extended under the terms of this contract. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to four (4) additional years.

C. Price.

The original Contract amount is **One Hundred Thousand Dollars and no cents (\$100,000.00)**. The Contract amount will be determined by the actual work authorized and performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

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: Benjamin W. Foster
Bridge Maintenance Engineer
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 VC000000000 .

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.

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

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

Bidder may bid one or more Items.

Pay Item	Item Description	Pay Unit	Unit Price
504.7001	Bridge Joint	Linear Foot	\$
504.7002	Bridge Rail	Linear Foot	\$
504.7003	Bridge Rail Post	Each	\$
504.7004	Simple Fabrication	Pound	\$
504.7005	Welded Fabrication	Pound	\$

The Bidder will have no opportunity to cure the above Non-curable Bid Defects.

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)

**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.

Contract Administrator

The Contract Administrator for this contract will be:

Joe Prescott, Superintendent Bridge Maintenance
Maine Department of Transportation, 24 Child Street, Augusta, Maine
Phone: (207) 624-3589

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

Scope and Specifications of Work to be Performed

The Department of Transportation is taking bids with the intent to award contracts to steel fabrication facilities that will accept on call assignments for detailing and fabricating structural steel bridges, ancillary bridge products and other steel structures. All work shall conform to Special Provision Section 504 Structural Steel.

Contractor Requirements and Post-bid Qualification Submittals

The Bidder's fabrication facility shall meet the requirements of Special Provision Section 504, subsection 504.04 Facility Requirements.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract, or any information requested in the "Contractor's Prequalification Application" form adopted by the Department.

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

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

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

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be "Not Qualified" or disqualified as non-responsive. Within 14 days, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

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

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

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

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

- A. Not meeting contract Contractor Requirements
- B. Default(s) or termination(s) on past or current Contracts.
- C. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- D. Failure to comply with directives of the Department on past or current Contracts.

- E. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- F. Failure to provide information requested by the Department pursuant to this Special Provision.
- G. Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- H. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- I. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

Payment for Materials Obtained and Stored

Acting upon a request from the Contractor and accompanied by Receipted bills, the Department will pay for all or part of the value of acceptable, non-consumable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor until the Materials are installed and accepted. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department.

Basis of Award and Assignments

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet "Contractor Requirements". The Department and each responsive Bidder may enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department

The original Contract Amount is the estimated statewide expenditure under this Contract and does not guarantee that the Department will assign Work for any or all of the total amount.

The Department will offer to assign the Work (the “Assignment”) to the Contractor with the Best Value cost for the particular the Assignment, and that Contractor will have first option to perform the Work within the schedule specified in the offer of the Assignment. Best Value is determined by computing the individual contracted unit prices for the total quantity of estimated work in that Assignment and adding the travel cost which will be computed at a rate of **\$5.00** per mile for the distance the Department needs to travel to pick up the fabricated material.

Contractors shall have two business days to accept an Assignment unless otherwise stated in the offer to assign work. Contractors are not required to accept work. If Contractors do not respond to requests for assignments in the allotted time, The Department shall proceed as if the Contractor has declined the assignment.

If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment, complete the Assignment in the allotted time, or does not have the equipment, experience or ability to complete the Assignment, then the Contract Administrator will contact the firm that is estimated to have the next lowest Best Value cost to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment. The Department will estimate for a particular Assignment based on the individual unit bid prices for the total quantity of estimated work in that Assignment. Contractors are not required to accept all assignments offered. Assignments will not be issued to Contractors on a rotating basis or other non-competitive method.

The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment. Upon mutual agreement, an Assignment Letter stating the nature of the Work and any time constraints will then be sent to the successful contractor. The Work described in this Letter will become part of the Contract.

Not all steel fabrication will be done under these contracts. These Contracts will not include Work that falls under Capital Work Plan or Program projects or separately advertised projects. Work may also be done by the Department. Emergency Work may be done by other means not associated with this solicitation.

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

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements* or *Scope and Specifications of Work to be Performed*.
- B. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.

- C. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- D. Continues to perform Work after the Department directs that Work be stopped.

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

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

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

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

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

Default of Contract will result in the following actions:

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

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

3rd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default of the Contract occurs, the Department may give written Notice of Default and Termination to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other

methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

Termination for Convenience

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

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

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

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

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

101.2 Definitions 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.”

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

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

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

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 location, 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".

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

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

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

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

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

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

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

103.5 Award Conditions Replace the first paragraph with the following:

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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

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

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

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

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word “handicap” in two places with the word “disability” so it now reads:

“2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability.”

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING AND INSURANCE

110.3.9 Administrative & General Provisions Amend this subsection by adding “Automobile Liability” under letter A) Additional Insured to the list of exceptions.

SUPPLEMENTAL SPECIFICATION
SECTION 504
STRUCTURAL STEEL

The March 2020 Revision of the Standard Specifications, Section 504 – Structural Steel has been removed and replaced in its entirety by the following:

GENERAL REQUIREMENTS.

504.01 Description. This work shall consist of detailing and fabricating structural steel bridges, ancillary bridge products and other steel structures. Materials, workmanship, inspection, and documentation not specifically addressed by this Specification shall be in accordance with the applicable sections of the AASHTO/AWS D1.5 Bridge Welding Code including Commentary (the D1.5 Code), AWS D1.1 Structural Welding Code, the AASHTO Guide Specification for Highway Bridge Fabrication with HPS 70W (HPS 485W) STEEL (the Fab Guide) and other Standards and Specifications referenced herein.

ALL REQUIREMENTS IN THIS SPECIFICATION ARE THE RESPONSIBILITY OF THE FABRICATOR UNLESS NOTED OTHERWISE.

504.02 Materials. Materials shall meet the requirements of the following sections of Division 700 - Materials:

Structural Steel	713.01
Heavy-Hex Structural Bolts, Washers, Nuts, and DTI's	713.02
Pre-formed Pads	713.03
Bronze or Copper-Alloy Bearing and Expansion Plates	713.04
Cold-Finished Carbon Steel Shafting	713.05
Castings	713.06
Steel Supports	720.03

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

504.03 Drawings. Prepare shop detail and other necessary drawings in accordance with Section 105.7-Working Drawings. Show nondestructive examination symbols on the shop drawings. Include a fastener assembly table showing the number, size, length, location, and number of all bolts. Produce Qualification Records and Welding Procedure Specifications that have been previously reviewed by the Department and are in conformance with the D1.5 Code need not be re-submitted. The drawings will be reviewed in accordance with the applicable requirements of Section 105.7 of the Standard Specifications, the AASHTO/NSBA Shop Detail Drawing review/Approval Guidelines, G1.1 and this Specification. Review times will be in accordance with Section 105.7.2 of the Standard Specifications.

504.04 Facility Requirements. Fabricate steel in a facility holding a current AISC or Departmental shop certification as follows:

Type of Product	Type of Certification Required ^{1,2,3,4}
1. Welded Plate Girders 2. Spliced Rolled Beams 3. Complex Bridges and Movable Bridges 4. All Structures That include the use of High Performance Grade Steel (HPS)	AISC CBR
1. Unspliced Rolled Beam Bridges 2. Steel for Bridge Repair and Rehabilitation	AISC CBR or SBR
1. Ancillary Products (See Section 713.01) 2. Structural Supports (See Section 504.58)	Any AISC Fabrication Certification or MaineDOT

- ¹ Application of protective coatings require a “P” endorsement or SSPC QP3 Certification.
- ² Fracture Critical fabrication requires an “F” endorsement.
- ³ All materials fabricated in a non-certified shop without the prior approval of the Project Manager, will be rejected.
- ⁴ Work subcontracted by a non-certified facility shall be done only with the approval of the Project Manager.

504.05 Notice of Beginning Work. Vacant

504.06 Inspection. Quality Control (QC) is the responsibility of the Fabricator. Inspect all aspects of the work and supervise all nondestructive examination (NDE). Record measurements and test results in a clear and legible manner. Reject materials and workmanship that do not meet contract requirements. The Fabricator may perform NDE in addition to the minimum required. Provide a copy of all measurements and testing to the Department.

Quality Assurance (QA) is the prerogative of the Department.

504.07 Inspector's Authority. The Department has the authority to reject material or workmanship that does not meet the contract requirements. The acceptance of material or workmanship by the Department will not prevent subsequent rejection if the work or material is found unacceptable.

504.08 Rejections. Correct or replace rejected material and/or workmanship. Generate a non-conformance report (NCR). Provide a copy to the Department for review and comments. Structural Defects: Repair structural defects only with approval of the Department. Submit a non-conformance report (NCR) to the Department with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Department. Give the Department adequate notice prior to beginning structural repairs.

In the event that an item fabricated under this Specification does not meet the contract requirements but is deemed suitable for use by the Department, said item may be acceptable in accordance with Section 100 of the Standard Specifications (see 106.8), Non-Conforming Work.

504.09 Facilities for Inspection. Vacant

504.10 Mill Test Reports. Vacant

504.11 Material Identification and Control. Mark steel plates and shapes as specified in AASHTO M160 (ASTM A6). Only use material from stock if it can be positively identified, properly documented and the direction of rolling can be determined.

Store material and fabricated items off the ground. Protect the material and fabricated items from dirt, grease, other foreign materials and significant corrosion.

Store fasteners in a protected environment. A fastener assembly consists of a bolt, washer, nut, and direct tension indicator (when required).

Provide Certificates of Conformance for welding consumables that are not on the Department's pre-approved electrode list.

504.12 Protective Coatings. If steel protective coatings are required, apply the coating in accordance with Section 506 of the Standard Specifications or Special Provision 506 except as modified below.

1. Facilities for Inspection are not required.

Galvanize fasteners in accordance with ASTM F 2329-05 or AASHTO M 198 Class 50 (ASTM B695 Class 50). Galvanized nuts shall be lubricated with a water-soluble lubricant containing a dye that contrasts with the color of the galvanizing.

504.13 Unpainted Steel. Clean all surfaces to a minimum SSPC-SP 6 Commercial Blast Cleaning. Steel may be abrasive-blast cleaned prior to fabrication. Clean steel that is abrasive cleaned prior to fabrication in accordance with SSPC-SP 6 shall be cleaned in accordance with SSPC-SP 1 Solvent Cleaning after fabrication is complete. Disassemble bolted field splices and solvent clean all faying surfaces in accordance with SSPC-SP 1 Solvent Cleaning after drilling or reaming is complete. Inspect the splices prior to re-assembly.

HIGHWAY BRIDGE FABRICATION

504.14 Materials for Bridges. The grade of steel shall be designated on the Plans. Do not substitute material without the approval of the Department.

504.15 Handling Material. Handle material in a manner that prevents nicks, gouges, or other damage from chains, wire ropes or other handling devices during all phases of fabrication.

504.16 Plates for Fabricated Members. Cut plates subject to calculated stress, including splice plates, so that the direction of rolling is parallel to the primary stresses. The direction of primary stresses for web and field splice material is parallel to the flanges unless otherwise shown. Transfer heat numbers to each primary bridge member used in fabrication. Primary members include flanges, webs, splice plates, bearing stiffeners, connection plates and diaphragm material on curved bridges.

504.17 Correcting Materials. Correct material by a method that does not damage the material. If heating of the steel is required, submit a written procedure to the Department for review. Do not use external force in conjunction with heating unless authorized in the procedure. Following corrective work, inspect the steel with nondestructive testing methods acceptable to the Department. The presence of cracks or fractures will be cause for rejection of the material.

504.18 Base Metal Repairs. Make base metal repairs in accordance with the D1.5 Code. Submit an NCR to the Department for review if the repair area exceeds the allowable limits for base metal repairs as specified in the D1.5 Code. Notify the Department prior to beginning the repairs.

504.19 Thermal Cutting. Thermal cut steel using automatic equipment and/or a mechanical guide. Adjust the rate of travel of the cutting equipment to prevent hardening the steel. Do not cut material freehand.

504.20 Edge Hardness. Edge hardness testing is not required.

504.21 Edge Planing. Plane sheared edges of plates greater than 5/8 in. thick to a depth of 3/16 in.

504.22 Bent Plates. Cold-bend rolled steel plates in accordance with the AASHTO/NSBA S 2.1 Steel Bridge Fabrication Guide Specifications, Table 4.2 and the following:

- (a) The bend line will be at right angles to the direction of rolling.
- (b) The radius of bends shall be such that no cracking of the plate occurs. Measure the radii at the concave surface as follows:

MATERIAL		Radius in terms of plate thickness (inches)*		
ASTM Specification	Grade	t<1	1<t<2	2<t
ASTM A709	Gr 36	1.5t	1.5t	2.0t
ASTM A709	Gr 50, Gr 50W	1.5t	2.0t	2.5t
ASTM A709	Gr 70W	1.5t	2.5t	3.0t

- (c) If a smaller radius is required, heat the bend line to a temperature between 1000°F and 1150°F before bending. Heat plates greater than 2 inches in thickness to a temperature between 900°F 1150°F before bending. Do not heat HPS70W without written approval of the Department.

504.23 Die Stamping. Die stamp primary members (including splice material, diaphragms and cross frames on curved bridges) in no-stress locations. No-stress locations include ends of girders within the cross-sectional area, web splice plates in the middle third of the plate height and outside the outermost row of bolt holes and flange splice plate ends between outermost row of holes and the edge. Use blunt-nose, low-stress dies.

504.24 Camber and Curvature. When camber or curvature is required for stringers or girders, it will be specified on the Plans. Measure and record specified camber or curvature using the same ordinates shown on the reviewed shop drawings after all welding is complete. When no camber or curvature is specified, variations in straightness of rolled shapes, with and without cover plates, shall not exceed the tolerances of AASHTO M160 (ASTM A6).

504.251 Heat Cambering and Curving - corrective. Minor corrections of camber or sweep of welded plate girders is considered part of ordinary shop fabrication practice and does not require an approved procedure, however, use the following guidelines:

1. Notify the Department prior to beginning heat correction
2. Do not use hammers
3. Have suitable temperature indicating crayons at the work station
4. Do not exceed 1150°F
5. Cool in still air to 600°F. Below 600°F compressed air may be used

504.252 Heat Cambering and Curving – non-corrective. All cambering and curving operations that are not corrective shall meet the following:

Use a camber/curving procedure reviewed by the Department. The procedure shall include:

1. The heating pattern and sequencing of heating
2. Method of support of the member
3. Proposed minimum and maximum base metal temperature
4. Method of heating (fuel, nozzle size, etc.)

Clean structural steel to SSPC-SP 6 prior to heating. Heat both flanges and the web using two torches (one torch on either side of the plate). Do not use restraint or jacking devices unless approved by the Department. Submit calculations showing that the nominal bending stress in the member does not exceed $0.60 F_y$ if restraint or jacking is proposed.

The target temperature for all ASTM A709 steel is 1100°F. Steel heated in excess of 1200°F will be subject to rejection. Measure the temperature of the steel with temperature indicating crayons applied to the heated area approximately 10-15 seconds after the torch is removed or with a pyrometer that has been calibrated within the last year. Provide temperature indicating crayons in increments of 50°F between 1050°F and 1250°F to each torch operator. Stop the cambering/curving operation if a torch operator fails to demonstrate the proper skill and technique necessary to prevent potential damage to the steel.

Camber stringers and girders using a “V” pattern with a 10-15 degree included angle that extends the full web depth, less 2 inches at the apex. Heat the web first beginning at the apex of the triangle and proceeding toward the base. Begin heating the flange immediately after completion of the web.

The Fabricator may curve stringers and girders using a combination of line heats applied to the edge of both flanges simultaneously with automatic track torches and "V" heats. "V" heats shall have an included angle of 15-30 degrees and a minimum height of 65% the flange width. Apply heat to adjacent areas on both flanges simultaneously.

Measure and record camber and sweep after the steel has reached ambient temperature and all stiffeners and connection plates have been welded.

504.26 Welding. Qualify welders and Weld Procedure Specifications (WPS) in accordance with the most recent edition of the D1.5 Code. Provide a list of qualified welders including process and position to the Department prior to beginning fabrication. Submit Weld Procedure Specifications to the Department for review prior to beginning work. Weld Procedure Specifications previously reviewed and still valid in accordance with the D1.5 Code are acceptable without re-submission.

504.27 Welding Requirements. Calibrate welding equipment at the intervals indicated in the D1.5 code. Meters shall be accurate within 2% throughout the range of the WPS. Work done with equipment that is not properly calibrated will be rejected. Provide copies of the calibration records to the Department. The Department can require the Fabricator to demonstrate the accuracy of the meters at any time.

Weld within the parameters of the WPS.

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

Provide the appropriate temperature indicating crayons at each workstation to verify preheat. Calibrated digital thermometers may be used with the approval of the Department instead of temperature indicating crayons.

Weld flange plate and web plate butt joints, web to flange welds, stiffener and connection plate to web welds, and cover plate to flange welds using an automatic weld process.

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

504.28 Welded Fabrication. Each side of complete joint penetration welds, once begun, shall be welded to completion without interruption or a delay between passes except as necessary to maintain interpass temperature requirements. After backgouging, the groove and 3 inches on either side of the groove and through the thickness of the steel shall be preheated in accordance with the D1.5 Code immediately before the resumption of welding.

Single-pass fillet welds may be qualified by a Fillet Weld Soundness Test performed in accordance with D1.5 Code as modified herein. Perform “T” tests by welding the smallest fillet weld to be used in production on one side and the largest fillet weld used in production on the other side of the “T”. Macroetch the test specimens in accordance with the requirements of Clause 5, Method of Testing Specimens, of the D1.5 Code. Acceptance and re-testing, if required, shall be in accordance with Clause 5 Test Results Required and Retest, of the D1.5 Code.

The minimum input for single-pass fillet welds during testing and production shall be 35 kilojoule/in.

504.29 Welding ASTM A 709 HPS 70W Steel. In addition to 504.28, use the most recent edition of the D1.5 Code and the Fab Guide amended herein when welding ASTM A 709 Gr. HPS 70W. Use only consumables that produce weld metal with diffusible hydrogen of H₈ or less. Handle and store consumables in accordance with the requirements of Clause 12 of the D1.5 Code. Preheat in accordance with Clause 4 of the D1.5 Code through the thickness of the steel and three inches in all directions from the weldment. Failure to properly preheat the steel will result in rejection of the weld metal. Remove and re-weld rejected weldments.

HPS 70W may be joined to Grade 50W steel using a WPS qualified for Grade 50W steel if the diffusible hydrogen content of the deposited weld metal is H_8 or less. Use minimum preheat temperature for Gr. HPS 70W in accordance with the D1.5 Code.

504.30 Nondestructive Testing. Perform nondestructive testing in accordance with the D1.5 Code and these Specifications. Document nondestructive testing on the appropriate forms from Annex III of the D1.5 Code, or equivalent form.

504.31 Shop Assembly. Assemble stringers and girders in accordance with the shop assembly drawings. Measure and record the bearing-to-bearings dimensions, the bearing-to-field-splice dimensions and the offset from the reference line dimensions as shown on the shop assembly drawings.

504.32 Tolerances. Dimensional tolerances for welded plate girders are described in the D1.5 Code. Dimensional tolerances for rolled shapes shall be as described in AASHTO M160 (ASTM A6). The tolerance for the length of any primary bridge member is $\pm 1/4$ inch. The bearing-to-bearing tolerance is $\pm 1/8$ inch. The bearing elevation tolerance is $\pm 1/8$ inch. The offset tolerance for bolted field splices is $\pm 3/4$ inch.

504.33 Match marking. Match mark drill assembled or ream assembled field splice material prior to disassembly. Preserve the match marking through field erection.

504.34 Holes for High Strength Bolts. Oversize holes are not allowed unless noted on the Plans. Drill bolt holes full-size. Splice plates may be used as one-time templates to drill webs and flanges. The plates shall remain with the splice. Replace damaged plates used as a template. The Fabricator may temporarily tack weld web splice plates to the web in the middle 1/3 of the web only. Completely remove tack welds by grinding and MT the tack areas. Do not tack weld flange splice plates to flanges.

Holes for cross frames, diaphragms and associated connection plates may be punched when the thickness of the plate is not greater than $3/8$ inch. The diameter of the die shall not exceed the diameter of the punch by more than $1/16$ inch. Holes shall be clean cut, without torn or ragged edges.

Make holes cylindrical and perpendicular to the member. Remove burrs from parts after drilling or reaming. Remove all visible drilling oil, lubricants and coolants, including water soluble lubricants and coolants from faying surfaces in accordance with SSPC-SP 1 Solvent Cleaning.

The Fabricator may thermal cut holes in bearing base plates using an automatic process. Do not exceed a surface roughness of ANSI 1000 micro-inches.

504.35 Accuracy of Holes. Following the completion of the drilling of holes in a contiguous group, with all plies of a connection in their proper position for assembly, all bolt holes shall accept a pin 1/32 inch smaller than the nominal bolt hole diameter. Provide a pin of the applicable diameter for inspection purposes.

No finished bolt holes shall be located more than 1/8 inch from its theoretical location. The repair of mislocated holes shall be subject to the approval of the Department.

504.36 Shop Bolts. Install shop bolts in accordance with this Specification except that adequately lubricated fastener assemblies that have been Rotational Capacity (Ro Cap) tested by the supplier do not need to be Ro Cap tested prior to installation. As an alternative, Tension Control (TC) bolts meeting the requirements of ASTM F1852 may be used with the approval of the Department. Submit a tensioning procedure for TC bolts for the Department for review.

504.37 Bearings. Finish bearings, base plates and other contact surfaces to the requirements of Section 523 except as modified below.

1. No Working Drawings are required.
2. 10-day notification prior to the start of fabrication is not required
3. Change fabrication Engineer to Project Manager in its entirety of Section 523-Bearings.

504.38 Marking and Delivery. Mark each piece as shown on the Shop Drawings. Place erection marks, match marks and piece marks where they will not be exposed on the finished structure.

Notify the department after the girders and stringers have been loaded on trailers and prior to shipment. Furnish the Department copies of shipping documents and erection diagrams.

Package bolts of each length and diameter, along with the required number of nuts and washers in waterproof containers. Attach a list of the fastener assemblies, including the identifying shipping lot number and Rotational-Capacity lot number in a waterproof envelope to the outside of the container.

504.39 Handling and Storing Materials. Store beams and girders in an upright position on platforms, skids or other supports above the ground. Support material in a manner that will prevent damage due to excessive deflection or torsion. Do not use chains and wire rope slings in direct contact with fabricated members when being lifted or transported. Store bolts under sheltered conditions at all times.

Load materials on the Department's hauling trailers and vehicles at the discretion of the Department. The Department is responsible for securing the load onto the vehicle.

504.40 thru 504.56. Vacant

ANCILLARY BRIDGE PRODUCTS and SUPPORT STRUCTURES

504.57 Ancillary Bridge Products. Ancillary bridge products and support structures are defined in Special Provision 713 Structural Steel. Fabricate ancillary bridge products in accordance with the D1.1 Code as applicable to ancillary bridge products and this Specification. Fabricate tubular products in accordance with the AWS D1.1 Structural Welding Code (the D1.1 Code).

Fabricate Bridge Railing and Posts in accordance with Standard Specification Section 507 except as modified below.

1. No Working Drawings are required.
2. Weld in accordance with either AWS D1.1 or AWS D1.5.
3. Change Fabrication Engineer to Project Manager in the entirety of section 507.

Fabricate Bridge Joints in accordance with Standard Specification Section 520 and Section 521 except as modified below.

1. No Working Drawings are required.
2. Weld in accordance with either AWS D1.1 or AWS D1.5.
3. Change Fabrication Engineer to Project Manager in the entirety of section 520 and section 521.

504.58 Support Structures. Weld support structures in accordance with the D1.1 Code. Support structures shall include, but not be limited to, non-vehicular bridges, high mast poles, light and signal poles, dual purpose poles, strain poles and sign supports, cantilever, bridge, and butterfly support structures.

504.59 Materials. Materials for ancillary bridge products will be specified in the Contract documents. When AASHTO M270 (ASTM A709) steel is specified for ancillary bridge products, equivalent ASTM grades of steel may be substituted.

504.60 Holes for Base Plates. Holes in base plates may be drilled or thermal cut at the Fabricator's option. The roughness shall not exceed condition of AWS C4.1-77, Sample 4. Do not deviate from specified dimension for thermal cut holes by more than 1/16 inch in any direction.

504.61 Bolted Connections. Holes for bolted connections shall meet the requirements of Subsections 504.34 and 504.35.

504.62 Anchor Rods. Anchor rods shall be as shown on the Plans or in the Standard Details. Anchor rods shall meet the material requirements of 720.07.

504.63 Support Structures. Qualify Weld Procedure Specifications, welders and welding operators in accordance with the D1.1 Code.

Circumferential shop splices for poles shall be full penetration, butt welds. Welded longitudinal seams shall have 100 percent penetration for 6 inches on either side of a shop splice, and for the splice length plus 6 inches at the field splice end(s) of a shaft section. The remainder of the seam weld shall have a minimum effective weld throat of 60 percent of the wall thickness. Pole to base welds may be complete joint penetration welds or socket-type joints with two fillet welds.

Prior to erection, the assembled shaft or structure shall not exhibit a sweep in excess of 0.2 percent of the nominal pole height or length, as measured with the pole or structure in a horizontal position. Shafts that are to remain unpainted shall have the lower edge of all field slip connections sealed around the entire circumference with a sealant that will remain flexible and not degrade from exposure to ultraviolet light.

504.64 Nondestructive Testing - Ancillary Bridge Products and Support Structures. Unless otherwise specified, nondestructive testing shall be as follows:

1. Examine ten percent of fillet or partial penetration welds on each production lot using Magnetic Particle (MT) inspection. If any welds examined require a weld repair, an additional ten percent of the original lot number will be examined using MT. If any welds in the second ten percent require a welded repair, test all welds in that production lot using MT.
2. For the purposes of this Specification, a production lot shall be defined as a day's production of small parts (e.g. post to base welds), each discrete segment of complex structures (e.g. overhead sign supports, mast arm poles, etc.) or other grouping or unit not to exceed one week's production at the discretion of the department.
3. Inspect one hundred percent of all circumferential welds and the full penetration sections of the longitudinal seam welds by radiographic examination (RT). Inspect one hundred percent of tube to plate welds; full penetration by RT, partial penetration and fillet by MT. Inspect twenty five percent of the partial penetration sections of the longitudinal seam welds by MT. Ultrasonic testing (UT) may be used on material $\geq 5/16$ inch thick and properly qualified UT may be used on thickness $< 5/16$ inch.

504.65 Method of Measurement. Structural steel will be measured by the pay unit listed below for the fabricated steel complete and accepted, consisting of all metal and related materials to be fabricated as shown on the Plans.

504.66 Basis of Payment. Structural steel fabrication will be paid for at the Contract unit price per unit, which shall be full compensation for all labor, materials, equipment, coating, and incidentals required for fabricating the steel as shown on the Plans, in accordance with these Specifications.

Payment shall also include any repairs required, any fasteners shown on the Plans, and loading of material onto Departmental hauling trailers and vehicles.

Fabrication tasks are grouped under the following categories for the purpose of payment. Sample plans, for reference only, are shown on the back of this Special Provision.

1. Bridge Joint –from the MaineDOT’s Standard Details or others developed by the Department
2. Bridge Rail – from the MaineDOT’s Standard Details or others developed by the Department
3. Bridge Rail Post – from the MaineDOT’s Standard Details or others developed by the Department
4. Simple Fabrication – components, not included in 1, 2, or 3, that do not require permanent welding
5. Welded Fabrication – components, not included in 1, 2, or 3, that require permanent welding to attach pieces

Payment will be made under:

Pay Item	Pay Unit
504.7001 Structural Steel Fabricated – Bridge Joint	Linear Foot
504.7002 Structural Steel Fabricated – Bridge Rail	Linear Foot
504.7003 Structural Steel Fabricated – Bridge Rail Post	Each
504.7004 Structural Steel Fabricated – Simple Fabrication	Pound
504.7005 Structural Steel Fabricated – Welded Fabrication	Pound

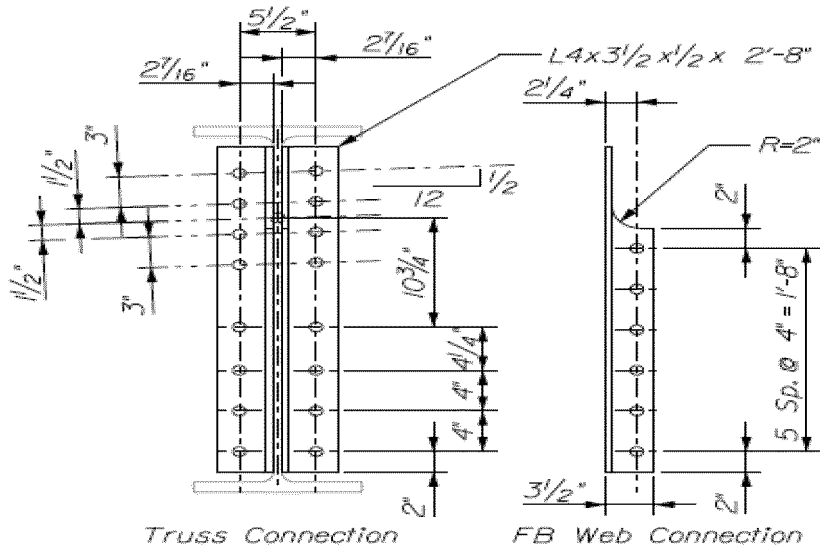


Figure 1: Simple Fabrication

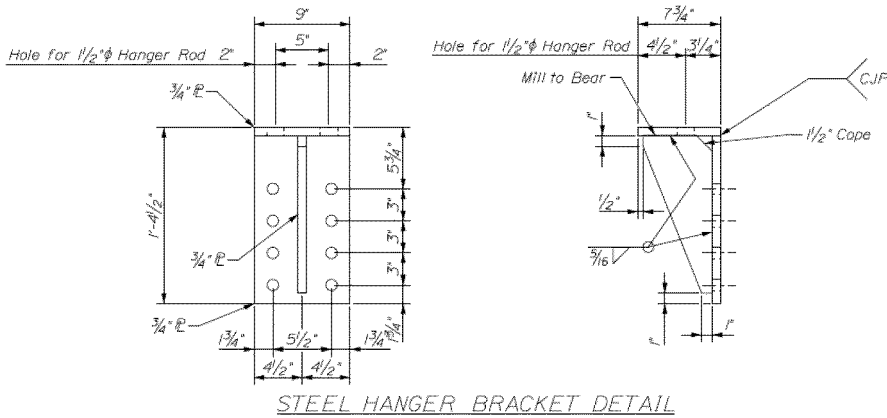


Figure 2: Welded Fabrication

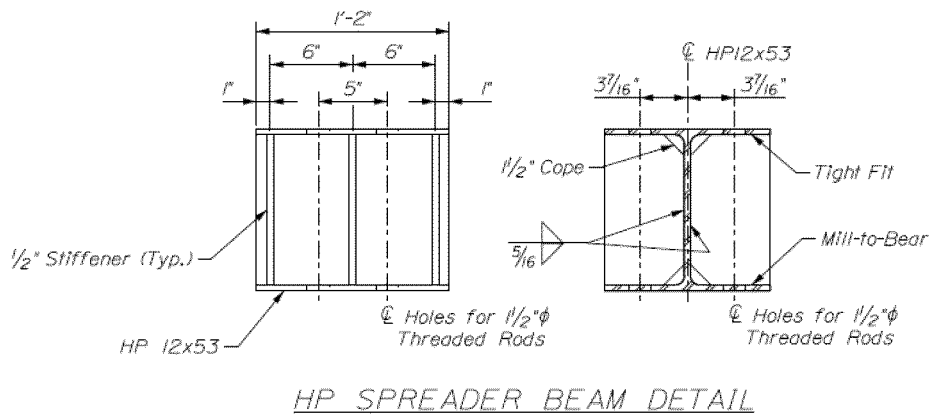
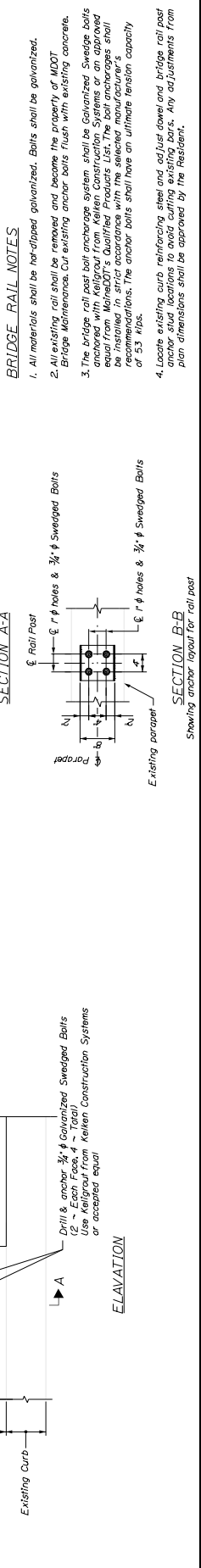
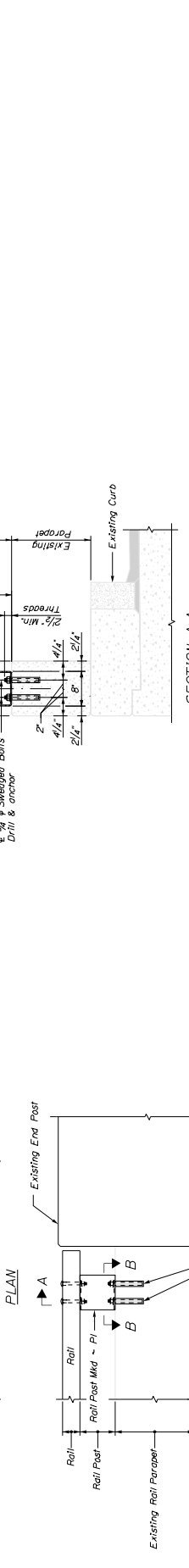
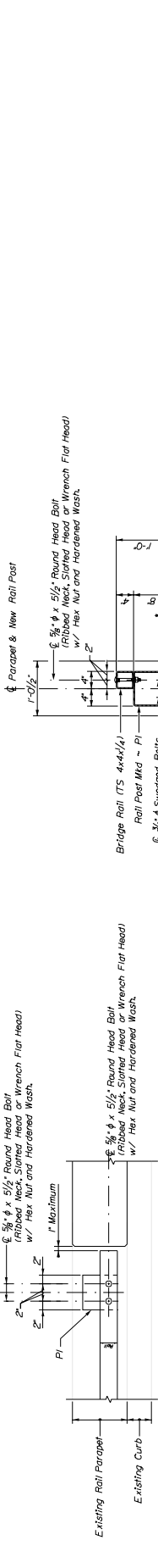
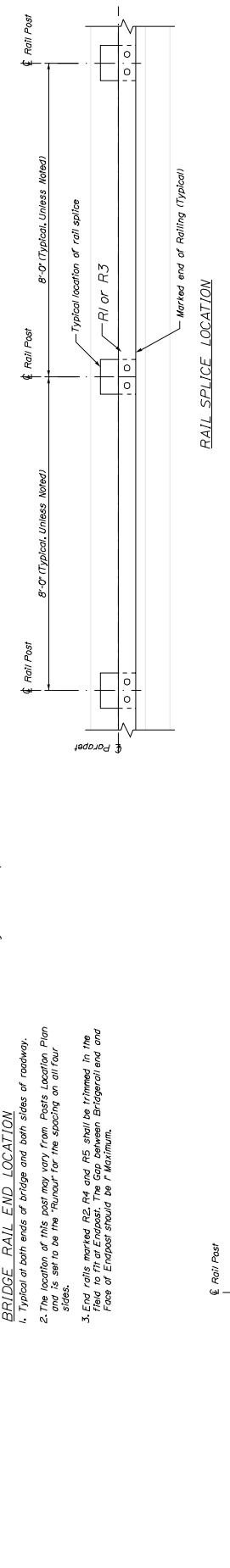
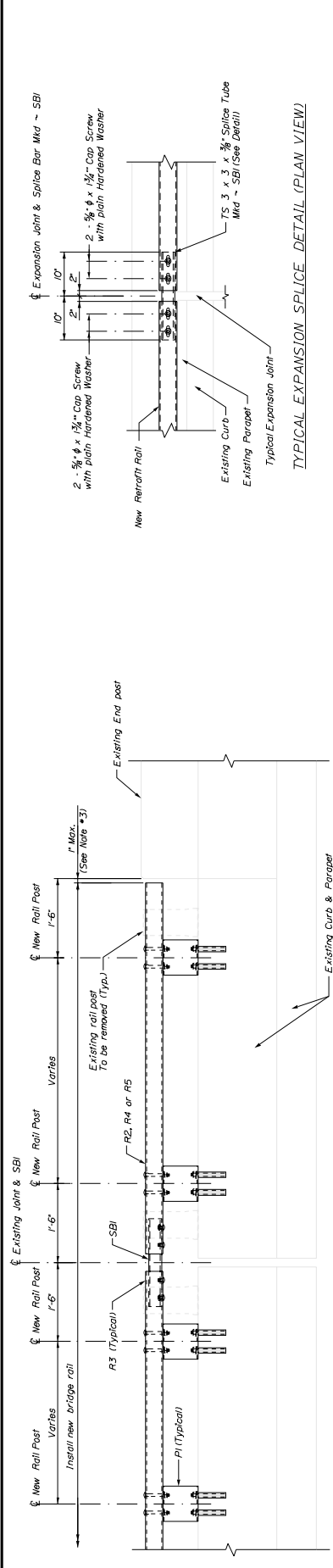


Figure 3: Welded Fabrication



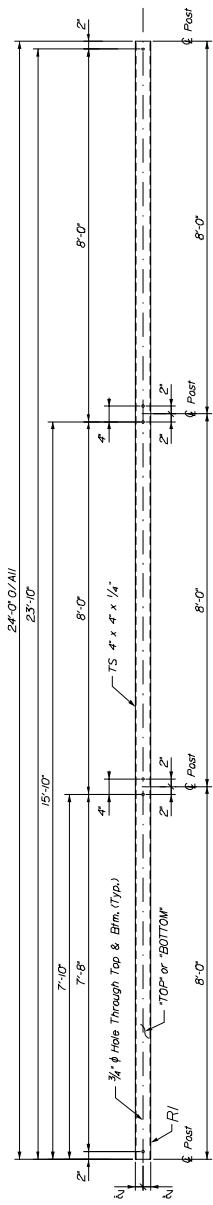
BRIDGE RAIL NOTES

- All materials shall be hot-dipped galvanized. Bolts shall be galvanized.
- All existing rail shall be removed and become the property of MDOT Bridge Maintenance. Cur existing anchor bolts flush with existing concrete.
- The bridge rail post bolt anchorage system shall be Galvanized Swedge bolts anchored with Kellogg from Kellogg Construction Systems or an approved equal from MaineDOT's Qualified Products List. The bolt anchorages shall be installed in strict accordance with the selected manufacturer's drawings. The anchor bolts shall have an ultimate tension capacity of 5.3 kips.
- Locate existing curb reinforcing steel and adjust down and bridge rail post anchor bolts to meet the new design. Any adjustments from plan dimensions shall be approved by the Resident.

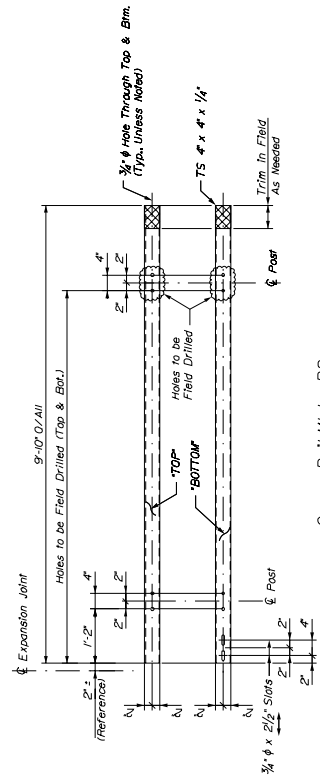
QUANTITY	DESCRIPTION	HARDWARE PARTS SCHEDULE	REMARKS
470	3/4" S Swaged Bolts	12"	(A354 GR B07 / 2 1/2" Threads 1 - Hex Nut (A563) and 1 - Hardened Washer (A436), Galvanized
240	3/8" Buffon Head Bolts	5 1/4"	(A325, GR B1 / 1 - Hex Nut (A563) and 1 - Hardened Washer (A436), Galvanized
20	3/8" Cap Screw	1 3/4"	(A325, GR B1 / 1 - Lock Washer (A436) and 1 - Hardened Washer (A436), Galvanized

Notes:
1) All hardware and materials shall be galvanized to ASTM A153.
2) 1/2" Hex Nuts per Splice Bar to be tack welded in bar.

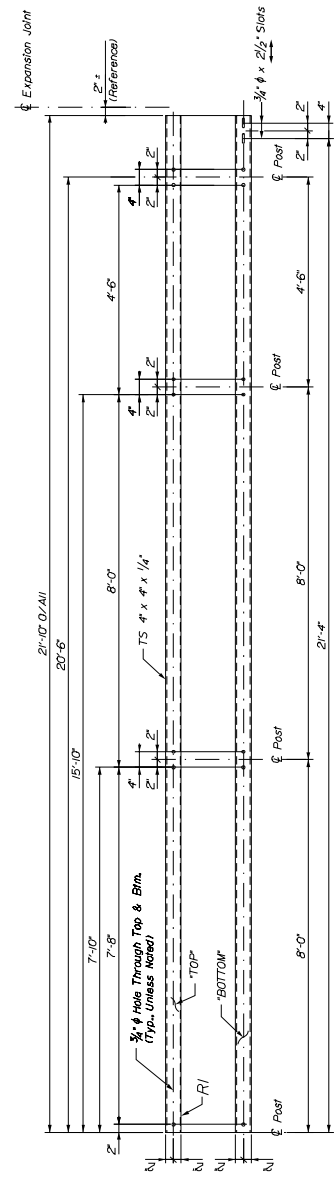
QUANTITY	MARK	DESCRIPTION	LENGTH	REMARKS
30	R1	TS 4 x 4 x 1/4"	24'-0"	Guard Rail - ASTM A500 GR B, Galvanized
1	R2	TS 4 x 4 x 1/4"	9'-10"	Guard Rail - ASTM A500 GR B, Galvanized / Slots
4	R3	TS 4 x 4 x 1/4"	21'-0"	Guard Rail - ASTM A500 GR B, Galvanized
2	R4	TS 4 x 4 x 1/4"	6'-10"	Guard Rail - ASTM A500 GR B, Galvanized / Slots
2	R5	TS 4 x 4 x 1/4"	15'-0"	Guard Rail - ASTM A500 GR B, Galvanized / Slots
116	R1	TS 8 x 8 x 1/4"	0'-8"	Rail Posts - ASTM A500 GR B, Galvanized
4	SBI	TS 3 x 3 x 3/8"	1'-8"	Guard Rail Splice Bars - ASTM A500 GR B, Galvanized, with 2 - Welded 3/8" Lock Nuts



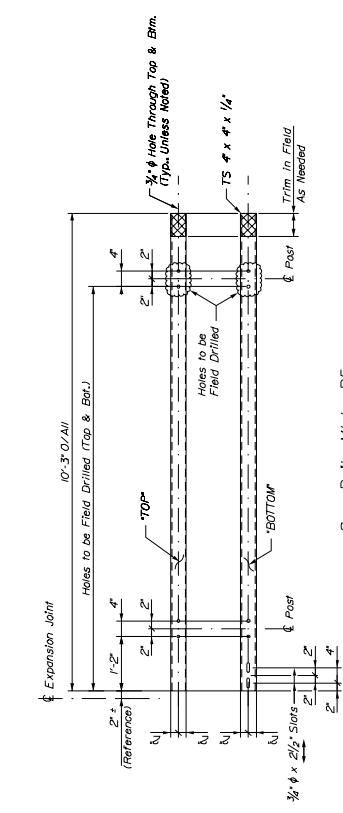
30 ~ Rails Mkd - R1



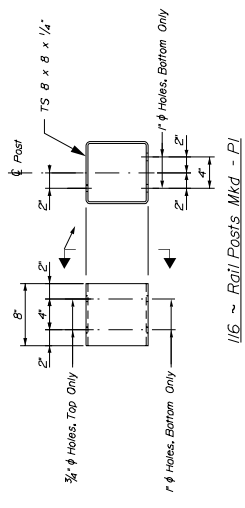
One ~ Rail Mkd - R2



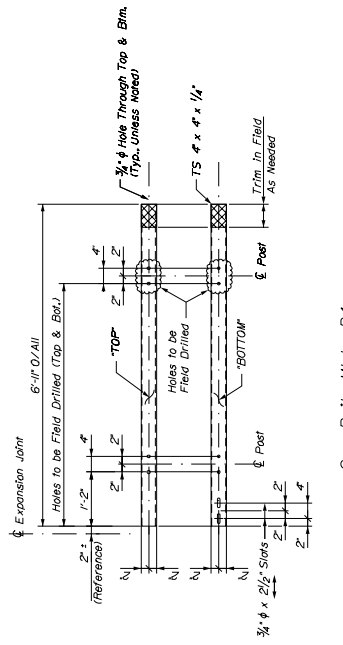
4 ~ Rails Mkd - R2



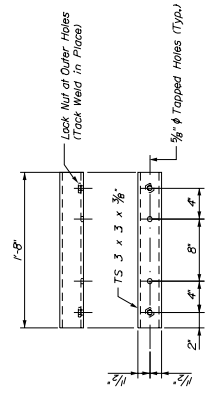
2 ~ Rails Mkd - R5



1/6 ~ Rail Posts Mkd - P1



2 ~ Rails Mkd - R4



4 ~ Rail Splice Bar Mkd - SBI

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS

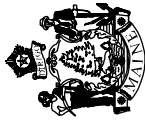
2014 MaineDOT Standard Specifications with updates, the 2014 MaineDOT Standard Details with Updates, and the MaineDOT Bridge Maintenance Manual.

TRAFFIC DATA

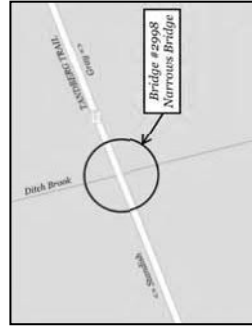
Current (2019) AADT.....14,327

LIST OF DRAWINGS

- Title Sheet.....1
- Joint Replacement Plans and General Construction Notes.....2
- Maine Joint and Slab Over Details.....3
- Maine Joint Details and Notes.....4
- Steel Details.....5



WINDHAM CUMBERLAND COUNTY NARROWS BRIDGE OVER DITCH BROOK BRIDGE NO. 2998 BRIDGE REHABILITATION WR ~ 40233 WIN ~ 26449.00



MATERIALS

Concrete:
- All concrete..... Class "LP"
Reinforcing Steel.....ASTM A 615/A 615M, Grade 60
Structural Steel:
- All Material (except as noted)..... AASHTO M 270M/M 270 Grade 36
- High Strength Bolts..... ASTM F3125, Grade A325, Type 3

BASIC DESIGN STRESSES

Concrete..... $f'_c = 5000$ psi
Reinforcing Steel..... $f_y = 60,000$ psi
Structural Steel:
- AASHTO M 270M/M 270 Grade 36..... $F_y = 36,000$ psi
- ASTM F3125, Grade A325, Type 3..... $F_u = 120,000$ psi

MAINTENANCE OF TRAFFIC

Traffic Control Plan to be determined by Regional Traffic Engineer.

PROJECT LOCATION	Narrows Bridge on State Route 115 over Ditch Brook in Windham. Lat./Long. 43°50'15.7" N 70°25'22.9" W
PROGRAM AREA	Bridge and Structure Maintenance
OUTLINE OF WORK	Bridge Rehabilitation.
REVISION	
	1
	DATE 08/20/2020
	G. LIBBY

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	APPROVED	DATE
COMMISSIONER		
CHIEF ENGINEER		

PROJECT INFORMATION	PROGRAM
PROJECT NUMBER	Bridge & Structure Maintenance
PROJECT NAME	Don McKenna
CONSULTANT	C. Libby
CONTRACTOR	
PROJECT RESORT	
CONSTRUCTION DATE	
DATE	

WINDHAM NARROWS BRIDGE	TITLE SHEET
---------------------------	-------------

SHEET NUMBER	1
OF 5	

SPECIAL PROVISION
SECTION 713
STRUCTURAL STEEL

Subsection 713.01 is hereby deleted in its entirety and replaced with the following:

713.01 Structural Steel.

713.011 Highway Bridge Steel. Highway bridge steel shall meet the requirements of AASHTO M 270. The grade of steel shall be as specified on the Plans.

Main load-carrying components subject to tensile stresses or stress reversal shall meet the notch toughness requirements in AASHTO M270M, Table 10, Zone 2, for non-fracture critical steel or Table 11, Zone 2 for fracture critical steel. Frequency of tension tests shall comply with the requirements of S1.

Impact test sampling and testing procedures shall be in accordance with AASHTO T 243M/T 243 and AASHTO T 244.

713.012 Ancillary Bridge Product and Support Structures Steel. Steel for ancillary bridge products and steel support structures shall conform to AASHTO M 270 or one or more of the following:

ASTM A 36
ASTM A 572
ASTM A 588
ASTM A 53
ASTM A 500
ASTM A 595 Grade C
ASTM A 786
ASTM A 847
ASTM A 992

Ancillary bridge products shall be as described below:

- (a) bearings
- (b) drainage components
- (c) expansion devices (gland seal, compression seal, finger joint)
- (d) modular expansion devices
- (e) steel bridge rail
- (f) catwalks and inspection walkways
- (g) temporary structural supports
- (h) construction access

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.

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
- State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition, Division 100 - General Conditions, as updated through advertisement.

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, Juneteenth, 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.