

**MAINTENANCE & ELECTRICAL
SERVICES
FOR
FERRY TERMINAL
TRANSFER BRIDGES**

Region 2

PH20231129FTTB

2023

Updated 05/15/2020

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:
 - a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items in Appendix A, d) two copies of the completed and signed Contract Agreement for Transportation Related Maintenance Work form e) the completed Contractor Information Sheet, f) Proposal Submission, and g) any other certifications or Bid requirements listed in the Bid Documents/RFP as due by Bid opening.
3. Include prices for all items 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: ***Maintenance & Electrical Services for Ferry Terminal Transfer Bridges***
 - Towns, Regions or Location: ***Region 2***
 - 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: ***Maintenance & Electrical Services for Ferry Terminal Transfer Bridges***
- Towns, Regions or Location: ***Region 2***
- Date of Bid Opening:
- Name of Contractor:

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

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

- Bid Enclosed: Do Not Open
- Title: ***Maintenance & Electrical Services for Ferry Terminal Transfer Bridges***
- Towns, Regions or Location: ***Region 2***
- 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.

RFI No: _____

Date _____ Time _____

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

Question(s): _____

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

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

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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 "Proposals for **Maintenance and Electrical Services for Ferry Terminal Transfer Bridges in REGION 2**" 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 **December 20, 2023** and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The highest scored bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract. **Electronic Bidding will not be available for this bid.**

Description: Maintenance for Transfer Bridges

Location: Ferry Terminals in Rockland, North Haven, Vinalhaven, Lincolnville, Isleboro, and Matinicus Ferry Transfer Bridges.

Outline of Work: Provide scheduled maintenance and repairs to the transfer bridges at the ferry terminals.

The basis of award will be determined using the criteria set forth in the Proposal Evaluation section of Request for Proposal.

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

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be obtained from the Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016 or requested by telephone at (207) 624-3536.

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

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

This Contract is subject to all applicable State Laws.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
November 29, 2023



KYLE A. HALL
DIRECTOR
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 |
|------------------|------|
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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 _____
PH Number PH20231129FTTB

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 – Request for Proposals for Maintenance & Electrical Services for Ferry Terminal Transfer Bridges
- 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 – Request for Proposals, and under the terms of the Contract for **Maintenance and Electrical Services for Ferry Terminal Transfer Bridges**, and under the terms of the Contract, in **Region 2**, 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 14 days after executed and expires on **December 31, 2028**. At the Department’s discretion and upon mutual agreement with the Contractor, the contract

may be extended for time and money, under all the terms of this contract, at bid prices up to five (5) additional 1-year periods, with a 2.0% increase per year for the entire Contract.

C. Price.

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

\$ _____ .

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

D. Contract.

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

E. Certifications.

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

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

F. Contract Agreement.

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

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

Contractor also agrees:

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Kyle A. Hall
Director
Bureau of Maintenance & Operations

CTM: _____
TEDOCS# _____
CSN _____
PH Number PH20231129FTTB

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 – Request for Proposals for Maintenance & Electrical Services for Ferry Terminal Transfer Bridges
- 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 – Request for Proposals, and under the terms of the Contract for **Maintenance and Electrical Services for Ferry Terminal Transfer Bridges**, and under the terms of the Contract, in **Region 2**, 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 14 days after executed and expires on **December 31, 2028**. At the Department’s discretion and upon mutual agreement with the Contractor, the contract

may be extended for time and money, under all the terms of this contract, at bid prices up to five (5) additional 1-year periods, with a 2.0% increase per year for the entire Contract.

C. Price.

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

\$ _____ .

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

D. Contract.

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

E. Certifications.

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

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

F. Contract Agreement.

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

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

Contractor also agrees:

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Kyle A. Hall
Director
Bureau of Maintenance & Operations

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 – Request for Proposals for Maintenance & Electrical Services for Ferry Terminal Transfer Bridges
- 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 – Request for Proposals, and under the terms of the Contract for **Maintenance and Electrical Services for Ferry Terminal Transfer Bridges**, and under the terms of the Contract, in **Region 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 14 days after executed and expires on **July 01, 2023**. At the Department’s discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to five (5) additional 1-year periods, with a 2.0% increase per year for the entire Contract.

C. Price.

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

\$ _____ (repeat bid here in numerical terms, such as \$102.10)

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.

Date Here

Date

CONTRACTOR

Sign Here

(Signature of Legally Authorized Representative
of the Contractor)

Print Name Here

(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: Kyle A. Hall
Director
Bureau of Maintenance & Operations



**APPENDIX A
SPECIAL PROVISION
REQUEST FOR PROPOSALS
for Maintenance and Electrical Services for
Ferry Terminal Transfer Bridges**

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, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions.

Contractor: _____

Bidders are required to Bid all items

| Description | Estimated Quantities and Units | Bid Price | Bid Amount |
|---|--------------------------------|-----------|------------|
| 2024 Scheduled Labor - Supervisor | 500 hours | \$ | \$ |
| 2024 Scheduled Labor - Technician | 500 hours | \$ | \$ |
| 2024 Emergency Call Out - Supervisor | 100 hours | \$ | \$ |
| 2024 Emergency Call Out - Technician | 100 hours | \$ | \$ |
| TOTAL BID AMOUNT FOR 2024 | | | |

COMPUTATION OF TOTAL BID AMOUNT*

| | | |
|--|---------------------|-----------|
| TOTAL BID AMOUNT FOR 2024 | | \$ |
| TOTAL BID AMOUNT FOR 2025 | Total 2024 x 1.02 = | \$ |
| TOTAL BID AMOUNT FOR 2026 | Total 2025 x 1.02 = | \$ |
| TOTAL BID AMOUNT FOR 2027 | Total 2026 x 1.02 = | \$ |
| TOTAL BID AMOUNT FOR 2028 | Total 2027 x 1.02 = | \$ |
| TOTAL BID AMOUNT FOR FIVE (5) YEARS | | \$ |

*See Appendix A, II Measurement and Payment

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)

Answer the following questions:

| Item # | Question | Answer |
|--------|--|--|
| 1 | Our company is experienced in repairing and maintaining Mechanical and Electrical systems of moveable bridges. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2 | How many years has the company been repairing and maintaining Mechanical and Electrical systems of moveable bridges? | _____ Years |
| 3 | Can your company mobilize to an island (excluding Matinicus) within the time limits stated in the RPF in an emergency situation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4 | Does your company's key staff, or contracted staff, to be assigned have knowledge of hydraulic, pneumatic, mechanical and electrical systems? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5 | Does your company's key staff to be assigned have knowledge of applicable U.S. Coast Guard regulations, electrical codes, OSHA requirements, lockout/tagout policy and PPE? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6 | How many Master/Journeyman Electricians, trained and experienced with Mechanical and Electrical systems of moveable bridges will be available to perform work under this contract? | _____ |
| 7 | How many employees does your company employ that currently have TSA Transportation Worker Identification Credentials (TWIC Cards)? | _____ |

Signature

Date

(Print Respondent'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.

The Maine Department of Transportation is accepting Bids with accompanying Proposals with the intent to award a contract for the purpose of providing regularly scheduled Maintenance and Electrical Services for the Ferry Terminal Transfer Bridges. An initial contract will be awarded for a five-year period and may be renewed up to five (5) times for an additional one-year period, if mutually agreed upon by the Contractor and the Department.

Proposals will be accepted from bidders and a contract will be executed with the qualified bidder receiving the Evaluation Committee's highest score using the criteria set forth in this RFP.

I. SCOPE OF WORK & REQUIREMENTS

Background

The Maine Department of Transportation owns and is responsible for the maintenance and upkeep of transfer bridges at each of the ferry terminal transfer bridges listed below. This Contract is to provide regularly scheduled maintenance, scheduled repairs, and emergency repairs to those transfer bridges. This Contract does not include work that falls under the Capital Investments in the Work Plan or separately advertised programmed projects.

The bridges and their locations which MaineDOT may designate to have maintenance and repair for the electrical/mechanical/control systems work performed are as follows:

Rockland Ferry Terminal, Rockland, Penobscot Bay (2 each)
North Haven Ferry Terminal, North Haven Island, Penobscot Bay
Vinalhaven Ferry Terminal, Vinalhaven Island, Penobscot Bay
Lincolnville Ferry Terminal, Lincolnville, Penobscot Bay
Islesboro Ferry Terminal, Islesboro Island, Penobscot Bay
Matinicus Ferry Terminal, Matinicus Island, Penobscot Bay

Contract Administrator

The Contract Administrator for this contract will be:

Shawn Brann, Region 2 Transportation Operations Manager
Maine Department of Transportation, 66 Industrial Drive, Augusta, Maine
Phone: (207) 592-5746

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 of Work

The Contractor shall perform regularly scheduled inspection and maintenance services for the above-mentioned transfer bridges in accordance with the provided inspection and maintenance checklist. The Contractor shall provide specific services for maintenance and repair as assigned by the Contract Administrator.

The Contractor shall obtain any materials or equipment required and furnish qualified workers to execute the Work in a complete and professional manner, observing all rules of power companies furnishing electric service that may apply. The Contractor is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

The Contractor shall procure all parts and materials necessary for the proper accomplishment of the Work. All parts and materials shall be new unless otherwise approved by the Department, and shall meet applicable industry standards, State of Maine Standard Specifications, and/or approved by MaineDOT. Parts that do not exceed \$2,000.00 per repair are authorized without written approval. Parts that exceed \$2,000.00 per repair require approval from the Contract Administrator.

Work Times shall be coordinated with the Contract Administrator. The Contractor shall plan and execute regularly scheduled maintenance work. Scheduled maintenance and repairs will typically be performed during normal work hours. The Contractor, at their option, may work outside standard core hours if requested and approved by the Department. All work must cease, and the Contractor shall remove all equipment, tools, and personnel from the apron and bridge while ferries are loading and unloading. Ferry schedules can be found at <http://maine.gov/mdot/ferry/>.

The Department will notify the Contractor of an Assignment, as specific work or repairs arise, depicting the nature of the work and any time constraints. Work will be performed as agreed upon for each Assignment. The Contractor shall respond in a timely manner in accordance with a schedule approved by the Department. The Contractor shall notify Contract Administrator, prior to working at any facility.

When the Department determines that the Assignment is an emergency (Emergency Work), the Contractor shall respond to emergencies and be at the emergency in Rockland and Lincolnville within two (2) hours after notified, 24 hours a day, 365 days a year. The Contractor shall respond to emergencies and be at the emergency at all other locations within four (4) hours after notified, 24 hours a day, 365 days a year. If immediately unavailable, the Contractor shall return all calls within 30 minutes. This applies to island work regardless of the ferry schedule, excluding Matinicus Island. The Primary Responder and the Contract Administrator shall coordinate schedules for emergency work on Matinicus Island on a case-by-case basis. Unscheduled Emergency Work will be compensated at the hourly Unit Price for the Emergency Rate.

Should the Contractor be unable to complete the Assignment within the time period defined in the Assignment or 48 hours for emergencies, the Contractor shall notify the Contract Administrator.

Examples of valid reasons are:

Parts unavailable with explanation why.

Repair is ongoing and requires additional time to complete.

Parts exceed \$2000.00 and appropriate Department of Transportation personnel were unavailable to authorize.

Operational Requirements

The Contractor shall have at least one (1) Licensed Maine Master Electrician available to provide services required in this Contract. If multiple personnel are required to perform any task, additional personnel shall be approved by the Contract Administrator or their designated representative, prior to mobilizing.

The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment shall be well maintained and in good working order.

The Contractor shall provide all Personal Protective Equipment needed to perform work and comply with established safety guidelines and procedures.

All work and materials may be inspected by the Contract Administrator, and if not conforming to the plans, specifications and industry standards at any time, it will be rejected. If the Contract Administrator determines that work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work at the expense of the Contractor, without cost or liability to the Department.

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to (1) all persons who may be affected by the Work and (2) all the Work and materials and equipment to be incorporated therein. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Provider, and/or any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the acts or omissions of the Department or its Contractors, Consultants or Vendors). The Department is committed to providing safe conditions for employees, contractors, vendors, and visitors at the Department's facilities and on the work sites. Strict adherence to State and Federal OSHA and EPA Regulations and the Department's Safety policies will be required.

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Department, is unreliable, intemperate, disorderly, takes unapproved leave, does not come in and/or does not respond to callouts, performs unacceptable work, or is otherwise unsatisfactory, shall be removed immediately by the Contractor or Subcontractor employing such person, when directed to do so by the Department. All persons employed by or through the Contractor 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, Department equipment or the Work without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should the Contractor fail to remove such person or persons as required above the Department may suspend the Work by written notice until such orders are complied with.

The MaineDOT will provide Movable Bridge Operation Training to the Contractor.

Minimum Knowledge, Experience, and Requirements

All Work shall be performed by personnel able to perform highly skilled maintenance and repairs to the mechanical and electrical systems to the transfer bridges. At least one Licensed Maine Master Electrician shall be available to the Contractor if requested.

The Contractor shall have the ability to obtain Transportation Work Identification Credentials (TWIC Card) as required by the Maritime Transportation Security Act. Work will require these credentials.

Key personnel shall possess the following:

- A cell phone and if necessary, a pager, with the ability to be contacted at all times
- Working knowledge of heavy movable bridges
- 5+ years of experience in an industrial environment
- Knowledge of Hydraulic Systems
- Knowledge of Pneumatic Systems
- Knowledge of Mechanical Systems
- Knowledge of Electrical Systems
- Knowledge of US Coast Guard regulations as they pertain to movable bridges over navigable waters
- Ability and confidence to purchase equipment and supplies costing less than \$2,000 as needed to maintain operations, or with written Maine DOT approval for equipment and supplies exceeding \$2,000
- Ability to efficiently compile a list of needed spare parts required to keep transfer bridges operating at peak efficiency
- Ability to communicate effectively orally and in writing to explain procedures that need to be performed by others
- Ability to communicate effectively to others either in person or over the phone, in an emergency situation
- Ability to prepare and keep accurate records relating to preventative maintenance, repairs, and upgrades performed

- Ability to develop, implement, and maintain an effective and efficient Preventative Maintenance Program
- Ability to work effectively with minimum supervision
- Ability and willingness to adhere to a comprehensive Lockout/Tagout policy, coordinated with the Maine State Ferry Service Assistant Director and the Port Captain.
- Knowledge of all Electrical Codes and OSHA requirements as they relate to the transfer bridges
- Received 30-hour OSHA Training in Workplace Safety
- The ability to read, interpret and construct a project from plans and specifications
- Tools and necessary equipment needed to perform required duties
- Knowledge of all state and federal codes that pertain to the operation, OSHA Standards and regulations that follow all MaineDOT safety policies which will be provided as they relate to transfer bridges
- The ability to properly use all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures of the Department

II. MEASUREMENT AND PAYMENT

Work will be performed at the rates bid in the “Schedule of Items.” Any item not contained in this “Schedule of Items” may be covered in an Assignment or by Contract Modification. Any extra work not covered by an agreed price, which may be ordered, will be compensated on a “Force Account” basis as provided in the Standard Specifications, Revision of March 2020, and as addressed in the contract documents. The Contractor will receive the Actual Cost of Materials including freight and Delivery charges (but excluding any sale or use tax) plus a single 15 percent markup. MaineDOT will determine which materials will be supplied by the Contractor and which will be supplied by MaineDOT.

Scheduled Labor will be measured as straight time when the work is scheduled maintenance and repairs during normal working hours. If requested and approved, the Contractor may work outside standard core hours at straight time. Scheduled Labor will be measured as overtime when the Department places restrictions on the Work Times and the Contractor is required to work outside normal working hours. Overtime will be measured as the hours worked multiplied by 1.5. Holidays will be paid at the contract unit price per hour multiplied by two (2).

Unscheduled Emergency Call Out work will be measured as straight time when the Contractor is notified and responds as required in the Scope of Work. Emergency Work may be required at any time including nights, weekends, and holidays.

The total amount of hours will be rounded off to the nearest 1/2 hour. The accepted quantity of hours shall be paid for at the respective contract unit price per hour which will be full compensation for labor, service truck, equipment, tools, and all incidentals necessary to perform the work.

For the purpose of billing, the Contractor will begin billing their time from the time they arrive at the mainland terminal (Rockland or Lincolnville) until the Contractor has left the mainland terminal. If the Contractor provides their own transportation to an island, they shall bill additional hours equivalent to that of the ferry ride to that island to compensate for travel. Those times can be found at the Maine Ferry Service website: <http://maine.gov/mdot/ferry/>. All other travel time including traveling to and from the mainland terminals and picking up any parts and materials will be considered incidental.

Expenses, mileage, meals, phones, pagers, equipment, and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

The rate schedule will remain in effect until December 31, 2024. The rate schedule will be adjusted prior to the beginning of the next calendar year by adjusting each rate by the value of an inflator. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to all bid items from the previous year.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all the total amount.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator for services monthly or at the completion of an assignment. Work Reports shall be attached to invoices. Invoices shall include the following minimum information:

- Contractor name & address
- Contract number
- Invoice date & number
- Dates and location of service
- Quantity of each Item priced at the Unit cost for each Item at the Unit Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due

No such payment will be made if, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Agreement. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Agreement in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature of the Work. No payments due the Provider will be adjusted for inflation. No interest shall be due and payable on any payment due the Provider. Invoices will need to be reviewed and approved by the contract Administrator before they are paid. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Incomplete, inaccurate, or incorrect Invoices
- B. Damage to a third party,
- C. Claims filed or reasonable evidence indicating probable filing of claims,
- D. Failure of the Contractor to make payments to Subcontractors or for materials or labor,
- E. Regulatory non-compliance or enforcement,
- F. Defective Work,
- G. Damages for Non-conforming Work,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

III. PROPOSAL SUBMISSION REQUIREMENTS

1. General Information

Bidders shall ensure that all information required herein is submitted with this proposal. Provision of inaccurate information or failure to provide all completed and required information may result in the Proposal being disqualified as non-responsive or receiving a reduced score. Bidders should be mindful of the Evaluation Criteria that are indicated in this RFP and shall provide information in the proposal that will permit an objective evaluation thereof. MaineDOT reserves the right to reject any or all bids.

Bidder's Proposal shall include all items listed in the "Bidding Instructions" and information requested in #3, Proposal Content, below.

2. Proposal Format

- a. Schedule of Items is to be used for bid price submittal. No variations or alterations are to be made to this sheet
- b. Additional information requested in this Proposal should be typed or printed
- c. Bidder's name should appear on all attachments submitted
- d. Bidders are asked to respond to each Section below, number each response of the Proposal to correspond to the relevant section

3. Proposal Content

At a minimum, your Proposal package should include all items listed in the Bidding Instructions along with the following:

Section I – Bidder's Qualifications and Experience

- a. The Bidders are required to submit evidence of compliance with the Minimum, Knowledge, Experience, and Requirements set forth in this Contract.
- b. Provide Bidder's history and experience of work related specifically to the Scope of Work in this RFP. Provide written documentation setting forth the experience of the Bidder who will be performing the Work specified in the contract documents, including a description of similar contracts completed in the last five years that

highlight the Bidder's and subcontractors' related experience. Such information shall include:

- The Company's history and experience of work related specifically to the Scope of Work in this contract,
 - the name of the owner for whom the work was performed,
 - the name and telephone number of a contact person that may be contacted for a reference,
 - a description of the work performed by the Bidder, and
 - the total contract value and the value of work performed by the Bidder.
- c. Identify all key management personnel responsible for administration of invoicing and staffing, their relevant knowledge, experience, qualifications, and number of years performing work related specifically to the Scope of Work in this RFP.
- d. Submit a copy of Bidder's safety records. Using the Bidder's OSHA 200 & 300 Log and statements provided by applicable insurance, the Bidder shall provide its workers' compensation Experience Modification Rate.

Section II – References

Provide reference contact names and telephone numbers of at least (2) previous customers that have had similar work done by individuals who will be assigned to perform work under this contract. References shall be from work performed by the individual only and not under a subcontract. Work for the customers provided must have been completed within the last five years.

Section III – Costs

The Bidder shall complete and submit Appendix A Schedule of Items, including the unit price bid for each item bid. No variations or alterations are to be made to the Schedule of Items.

IV. GENERAL INFORMATION

This RFP does not commit MaineDOT to pay any costs incurred in preparing and submitting your proposal, or in procuring or sub-contracting for services or supplies related to the proposal. MaineDOT reserves the right to reject any and/or all bids.

V. PROPOSAL EVALUATION, SCORING AND BASIS OF AWARD

An Evaluation Committee will read and score each proposal. The Evaluation Committee will be composed of at least 3 qualified reviewers who will judge the merits of the Proposals in accordance with the criteria defined in this RFP. The goals of the evaluation process are to ensure fairness and objectivity in review of the Proposals and to ensure that the contract is awarded to the Bidder whose Proposal best satisfies the criteria of the RFP at a reasonable/competitive cost.

MaineDOT reserves the right to communicate with Bidders, if needed, to obtain clarification of information contained in the proposals received. Changes to Proposals will not be permitted during any interview/presentation process.

The Evaluation Committee may require the Bidder to make the examples of prior work available for inspection at a location, date and time which are mutually agreeable to the Department and the Bidder. An Evaluation Committee member may schedule inspections with the Bidder.

The Evaluation Committee will use a consensus approach to evaluate the bids. Members of the Evaluation Committee will not score the proposals individually but instead will arrive at a consensus as to the assignment of points on each category of each proposal.

Scoring the Cost Proposal: The scores will be based on a 100-point scale. The Evaluation Committee will read and score each proposal on the basis of the following weighted criteria:

| Section | Criteria | Weight |
|---------|---|--------|
| I | <u>Bidder's Qualifications and Experience</u> | 40% |
| II | <u>References</u> | 20% |
| III | <u>Costs</u> | 40% |

1. The cost proposed for conducting all the functions specified in this RFP for five years will be assigned a score according to a mathematical formula. The lowest bid will be awarded 40 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(lowest submitted cost proposal divided by the cost of proposal being scored) x 40 = pro-rated score

2. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine. The term "Best Value" takes into consideration the qualities of the services to be supplied, their conformity with the specifications listed in the RFP, and the best interest of the State. For comparison purposes, all Bidders with "Below Standard" performance ratings on file with the Department in the last three years will receive up to a 20% reduction in points.
3. The responsive Bidder receiving the highest number of evaluation points based upon the Proposal's satisfaction of the criteria established in the RFP which, regarding the consideration Maine business enterprise, is considered as best-value for the State of Maine, all as determined by the Department, may be offered the contract. The Department reserves the right to reject any or all bids.

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.

The Department reserves the right to reject any or all bids.

The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

Other than the initial bid tabulations, information contained in proposals submitted for the State's consideration will be held in confidence until all evaluations are concluded and the award notification has been made. At that time, the full content of the proposals become public record and is therefore available for public inspection upon request.

By submitting a Proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the Proposal. The State reserves the right to reject any or all proposals based on the exceptions presented, without obligation to communicate or negotiate with the bidder.

The details of the evaluation process will be provided to interested parties, upon request, after selection of the apparent successful proposals.

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 Bidder shall have three (3) days to submit additions and clarifications in writing. 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 requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Requirements set forth in this contract, and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

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

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

- A. Not meeting contract Contractor requirements
- B. Insufficient experience
- C. Default(s) or termination(s) on past or current Contracts.
- D. Failure on past or current contracts to pay or settle all bills for labor, Materials or services.
- E. Failure to provide Closeout Documentation on past or current Contracts.
- F. Failure to fulfill warranty obligations on past or current Contracts.
- G. Failure on past or current contracts to comply with directives of the Department, to fulfill warranty obligations or to provide closeout documentation.
- H. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- I. Failure to accept an Award of a Contract made by the Department to the Contractor.
- J. 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.
- K. Failure to provide information requested by the Department in a timely manner.
- L. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.

- M. Failure to provide information requested by the Department pursuant to this Special Provision.
- N. Any of the reasons contained in Section 102.02 of the “Rules Regarding Debarment of Contractors”, Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- O. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor’s Agreement to refrain from Bidding as part of the settlement with any such agencies.
- P. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- Q. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- R. Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- S. 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. Any deceptive, evasive or fraudulent statements or omissions contained in the Proposal, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is “Not Qualified”.

VI. DEFAULT AND TERMINATION

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

- A. Fails to provide labor, Equipment or Materials specified in the Assignment or Contract
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment
- C. Fails to perform Work when specified in the Assignment
- D. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way
- F. Discontinues the Work without the Department approval
- G. Continues to perform Work after the Department directs that Work be stopped
- H. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract

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

1st Incident: If the Contractor does not take corrective action 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. C) for if an emergency will count as 1st incident and no time to cure.

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

INSPECTION AND MAINTENANCE CHECKLIST (MECHANICAL)

By: _____






Date: _____

CAUTION: Use proper lockout/tag out procedures to ensure that maintenance personnel are safe from harm and injury during all inspection and maintenance activities.

After every maintenance period:

- Restore mechanical systems to their original status.
- Remove all inspection and maintenance equipment from the work area.
- Initiate repair work orders as required.
- Report serious deficiencies to the maintenance supervisor.

Refer to lubrication drawings for equipment locations.

| Application Legend | |
|---|--|
|  | Oil Reservoir - Check Level and Fill as Required |
|  | Grease Gun - Remove Plug, Fill and Replace Plug |
|  | Grease Gun - Alemite Fitting |
|  | Brush or Swab |
|  | Oil Can |

| Lubricant Legend | |
|------------------|-------------------------|
| A | Mobilux EP1 |
| B | Mobilux EP2 |
| C | Mobilgear SHC634 |
| D | Mobiltac 275 |
| E | Vitalife 400 or BioLube |
| F | Mobil DTE-26M |
| G | Light Oil (WD-40) |

NOTES:

| | |
|---|--------------|
| MAINTENANCE CHECKLIST (MECHANICAL) | 1 |
| | MONTH |

| | | |
|---|--------------|------|
| BRIDGE HOIST MACHINERY | Performed By | Date |
| RIGHT ANGLE REDUCERS (HUB CITY) | | |
| Inspect for oil leaks. | | |
| Inspect the oil level. | | |
| Inspect oil for contaminants, water and metal particles. | | |
| Critically observe the reducer through several operational cycles. Look for unintentional movements and listen for abnormal noises. | | |
| PLANETARY REDUCERS (BREVINI) | | |
| Inspect for oil leaks. | | |
| Inspect the oil level. | | |
| Inspect oil for contaminants, water and metal particles. | | |
| Lubricate bearings. | | |
| Critically observe the reducer through several operational cycles. Look for unintentional movements and listen for abnormal noises. | | |
| PARALLEL SHAFT REDUCERS (JERED) | | |
| Inspect for oil leaks. | | |
| Inspect the oil level. | | |
| Lubricate cartridge and sleeve bearings. | | |
| Critically observe the reducer through several operational cycles. Look for unintentional movements and listen for abnormal noises. | | |
| HOIST DRUM | | |
| Lubricate drum shaft bearings | | |

| WIRE ROPE AND DEFLECTOR SHEAVES | | |
|---|--|--|
| Lubricate upper sheave case bushings. | | |
| Lubricate lower sheave case bushings. | | |
| Lubricate link bar upper and lower pin connections. | | |

| BRIDGE COUNTERWEIGHT SYSTEM | Performed By | Date |
|-----------------------------|--------------|------|
| Lubricate sheave bearings. | | |

| APRON HOIST MACHINERY | Performed By | Date |
|---|--------------|------|
| PEDESTAL REDUCER (JERED) | | |
| Critically observe the reducer through several operational cycles. Look for unintentional movements and listen for abnormal noises. | | |
| Lubricate slide coupling. | | |
| RIGHT ANGLE REDUCERS (CONE) | | |
| Inspect for oil leaks. | | |
| Check the oil level. | | |
| Lubricate bearings. | | |
| Critically observe the reducer through several operational cycles. Look for unintentional movements and listen for abnormal noises. | | |
| WIRE ROPE AND DEFLECTOR SHEAVES | | |
| Lubricate deflector sheave bushings. | | |
| MISCELLANEOUS | | |
| Lubricate disconnect coupling. | | |
| Lubricate apron bearings. | | |
| Lubricate apron transverse roller. | | |

| APRON COUNTERWEIGHT SYSTEM | Performed By | Date |
|----------------------------|--------------|------|
|----------------------------|--------------|------|

| | | |
|--|--|--|
| Lubricate lower deflector sheave bushings. | | |
| Lubricate upper deflector sheave bushings. | | |
| Lubricate snatch block sheave bushings. | | |
| Lubricate snatch block swivel bushings. | | |

| | |
|---|--------------|
| MAINTENANCE CHECKLIST (MECHANICAL) | 3 |
| | MONTH |

NOTE: Also include Monthly Maintenance Checklists at the quarterly maintenance interval.

| | | |
|---|--------------|------|
| BRIDGE HOIST MACHINERY | Performed By | Date |
| DISC BRAKES (Stearns) | | |
| Inspect all bolts for rust, corrosion and tightness. | | |
| ELECTRIC MOTORS (Reuland) | | |
| Inspect mounting bolts for rust, corrosion and tightness. | | |
| RIGHT ANGLE REDUCERS (HUB CITY) | | |
| Inspect mounting bolts for rust, corrosion and tightness. | | |
| Inspect all flange, seal carrier and bearing cover bolts for tightness. | | |
| Clean off all corrosion, dirt and oils. Repaint any damaged areas. | | |
| PLANETARY REDUCERS (BREVINI) | | |
| Inspect mounting bolts for rust, corrosion and tightness. | | |
| Inspect all flange, seal carrier and bearing cover bolts for tightness. | | |
| Clean off all corrosion, dirt and oils. Repaint any damaged areas. | | |
| PARALLEL SHAFT REDUCERS (JERED) | | |
| Inspect reducer supports and support members for corrosion and indications of stress. | | |
| Inspect mounting bolts for rust, corrosion and tightness. | | |
| Inspect all flange, seal carrier and bearing cover bolts for tightness. | | |
| Clean off all corrosion, dirt and oils. Repaint any damaged areas. | | |
| HOIST DRUM | | |

| | | |
|--|--|--|
| Inspect all external bolts for tightness. | | |
| Inspect drum shaft journal bearing housings and mounting bolts for rust, corrosion and tightness. | | |
| WIRE ROPE AND DEFLECTOR SHEAVES | | |
| Inspect link bar and pin connections for visual damage, as well as any rust or corrosion. Repaint any damaged areas. | | |
| Lubricate turnbuckle threads. | | |

| BRIDGE COUNTERWEIGHT SYSTEM | Performed By | Date |
|---|--------------|------|
| Inspect sheave bearing housings and mounting bolts for rust, corrosion and tightness. | | |
| Lubricate turnbuckle threads. | | |
| Inspect guide rails for straightness and any damaged areas. | | |
| Lubricate guide rails. | | |
| Inspect guide brackets and fasteners for any damage. | | |
| Inspect counterweight box for corrosion or damage. | | |

| APRON HOIST MACHINERY | Performed By | Date |
|--|--------------|------|
| PEDESTAL REDUCER (JERED) | | |
| Inspect mounting bolts for rust, corrosion and tightness. | | |
| Clean off all corrosion, dirt and oils. Repaint any damaged areas. | | |
| Lubricate input and output shaft bearings. | | |
| DISC BRAKES (Stearns) | | |
| Inspect all bolts for rust, corrosion and tightness. | | |
| ELECTRIC MOTORS (Reuland) | | |
| Inspect mounting bolts for rust, corrosion and tightness. | | |
| RIGHT ANGLE REDUCERS (CONE) | | |
| Inspect mounting bolts for rust, corrosion and tightness. | | |

| | | |
|---|--|--|
| Inspect all flange and bearing cover bolts for tightness. | | |
| Inspect hoist drum for cracks, damage, corrosion or imprinting. | | |
| WIRE ROPE AND DEFLECTOR SHEAVES | | |
| Inspect wire ropes for damage or breaks, particularly at end connections. | | |
| Inspect deflector sheaves for corrosion or other damage. | | |
| Inspect deflector sheave rope grooves for wear or imprinting damage. | | |
| MISCELLANEOUS | | |
| Inspect apron hinge for any damage and freedom of motion. | | |
| Inspect articulating hinge for any damage and freedom of motion. | | |
| Inspect apron pivot for any damage and freedom of motion. | | |
| Inspect sliding plate for damage or bent edges. | | |

| APRON COUNTERWEIGHT SYSTEM | Performed By | Date |
|--|--------------|------|
| Inspect upper deflector sheave support and mounting bolts for rust, corrosion and tightness. | | |
| Inspect swivel and snatch block for rust and corrosion. | | |
| Inspect swivel and snatch block for freedom of movement. | | |
| Inspect guide rails for straightness and any damaged areas. | | |
| Lubricate guide rails. | | |
| Inspect guide brackets and fasteners for any damage. | | |
| Inspect counterweight box for corrosion or damage. | | |

| | |
|---|--------------|
| MAINTENANCE CHECKLIST (MECHANICAL) | 6 |
| | MONTH |

NOTE: Also include Monthly and Quarterly Maintenance Checklists at the semi-annual maintenance interval.

| | | |
|---|--------------|------|
| BRIDGE HOIST MACHINERY | Performed By | Date |
| PARALLEL SHAFT REDUCERS (JERED) | | |
| Remove inspection cover and visually inspect gear teeth for problems. | | |
| Observe inside housing for corrosion or other debris. | | |
| Inspect hydraulic hose for chafing or other damage. | | |
| Inspect pawl assembly for proper operation while inspection cover is removed. | | |
| HOIST DRUM | | |
| Inspect drum rope grooves for wear or imprinting damage. | | |
| WIRE ROPE AND DEFLECTOR SHEAVES | | |
| Lubricate wire ropes. | | |
| Inspect wire ropes for damage or breaks, particularly at end connections. | | |
| Inspect turnbuckle assembly for corrosion or damage. | | |
| Inspect upper sheaves for cracks in hub, web and rim. | | |
| Inspect upper sheaves for cracks in hub, web and rim. | | |

| BRIDGE COUNTERWEIGHT SYSTEM | Performed By | Date |
|---|--------------|------|
| Lubricate wire ropes. | | |
| Inspect wire ropes for damage or breaks, particularly at end connections. | | |
| Inspect turnbuckle assembly for corrosion or damage. | | |
| Inspect sheaves for cracks in hub, web and rim. | | |
| Inspect sheave rope grooves for wear or imprinting damage. | | |

| APRON HOIST MACHINERY | Performed By | Date |
|--|--------------|------|
| PEDESTAL REDUCER (JERED) | | |
| Inspect slide coupling and manually operate it. | | |
| Verify presence of slide coupling engagement pin | | |
| WIRE ROPE AND DEFLECTOR SHEAVES | | |
| Lubricate wire ropes. | | |

| APRON COUNTERWEIGHT SYSTEM | Performed By | Date |
|---|--------------|------|
| Lubricate wire ropes. | | |
| Inspect wire ropes for damage or breaks, particularly at end connections. | | |
| Inspect lower deflector sheaves for damage and rope groove wear. | | |
| Inspect upper deflector sheaves for damage and rope groove wear. | | |

| | | |
|---|--------------|--|
| MAINTENANCE CHECKLIST (MECHANICAL) | 12 | |
| | MONTH | |

NOTE: Also include Monthly, Quarterly and Semi-Annual Maintenance Checklists at the annual maintenance interval.

| | | |
|---|--------------|------|
| BRIDGE HOIST MACHINERY | Performed By | Date |
| DISC BRAKES (Stearns) | | |
| Check friction disc clearance, adjust if necessary. | | |
| Inspect condition of friction discs and measure thickness, replace if necessary. | | |
| ELECTRIC MOTORS (Reuland) | | |
| Lubricate motor bearings. | | |
| RIGHT ANGLE REDUCERS (HUB CITY) | | |
| Change oil. | | |
| PLANETARY REDUCERS (BREVINI) | | |
| Change oil. | | |
| PARALLEL SHAFT REDUCERS (JERED) | | |
| Sample and test oil by a qualified test agency. Change oil based on test results. | | |
| Change hydraulic pump oil. | | |

| | | |
|---|--------------|------|
| BRIDGE COUNTERWEIGHT SYSTEM | Performed By | Date |
| No additional maintenance required this period. | | |

| | | |
|--|--------------|------|
| APRON HOIST MACHINERY | Performed By | Date |
| DISC BRAKES (Stearns) | | |
| Check friction disc clearance, adjust if necessary. | | |
| Inspect condition of friction discs and measure thickness, replace if necessary. | | |
| ELECTRIC MOTORS (Reuland) | | |
| Lubricate motor bearings. | | |
| RIGHT ANGLE REDUCERS (CONE) | | |
| Change oil. | | |

| | | |
|---|--------------|------|
| APRON COUNTERWEIGHT SYSTEM | Performed By | Date |
| No additional maintenance required this period. | | |

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

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

101.2 Definitions ADD the following:

“Apparent Highest Scored Bidder A Bidder that receives the Evaluation Committee’s highest total score using the weighted criteria in the bid documents. The Apparent Highest Scored Bidder may not be Awarded the Contract if a) the Bid is later found to be non-responsive in accordance with Section 102.11, b) the Bidder is found to be not responsible, c) the Bidder fails to comply with all applicable pre-Award Conditions, other pre-execution requirements of the Contract, or d) the Department chooses not to Award a Contract.”

101.2 Definitions Apparent Low Bidder Delete the section in its entirety.

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

“Apparent Successful Bidder The Bidder with the highest scored responsive Bid as determined by the Department. A responsive responsible Bidder, usually the Apparent Highest Scored Bidder, that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder 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 Proposer 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:

“Successful Bidder The highest scored, responsive, responsible bidder 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 Bidder.”

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 Work 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".

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

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

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

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

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

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

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

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

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

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

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

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

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

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

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

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

“If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department.”

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

“The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance, special certifications, and other information from the Apparent Highest Scored Bidder. If a notice of Intent to Award is not sent within 30 days of receipt of the Bid Opening, the Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. If the Department and the 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 Award Conditions.”

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

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

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

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

105.10.2 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 109
CHANGES

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

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.

SPECIAL PROVISIONS
FOR STATE FUNDED TRANSPORTATION RELATED MAINTENANCE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **TERMINATION AND FAILURE TO PERFORM** The Department may terminate this Contract with or without cause upon 7 days written notice. Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices.

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

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

In addition the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **ALLOWABLE WORK TIMES** Work can be performed at any time except Saturdays, Sundays, Holidays and state government closure days, unless expressly specified otherwise in this Contract. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, 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.