

APPENDIX A
Description of Materials, Supplies, Equipment and Bid Price

Contractor _____

SCHEDULE OF ITEMS

Description	Quantity	Unit	Unit Price
14 foot x 22.5 foot Speed Table	1	Each	_____
21 foot x 22.5 foot Speed Table	1	Each	_____
Total Price			_____

Delivery The Contractor shall deliver the materials to the MaineDOT Sign Shop at 127 Capitol Street in Augusta, State House Station 86 on or before December 31, 2011. The Contractor shall notify MaineDOT, Stephen Landry, 207-557-0347 a minimum of one week prior to delivery for delivery coordination. Alternative contacts are: Mark Larrabee, 287-2846. The Contractor shall deliver the materials only during the following times: Monday through Friday, 7:00 AM through 3:30 PM except for deliveries may not be made on holidays, or government closure days. The Department will not off-load the materials at the delivery site.

Contract Administrator The contract administrator for this contract will be:

Name: Stephen Landry
Title: Assistant State Traffic Engineer
Address: Maine Department of Transportation
16 State House Station Road , Augusta, ME 04333-0016
Phone: 207-557-0347

Invoices and Payments The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates of Delivery

The Department will pay based upon prices bid and the invoices provided and accepted.

No such payment will be made if, in the judgment of the Department, the Materials are not in accordance with the provisions of the Contract.

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

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to supply the materials 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 prosecution of the Work.

No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

Dispute Resolution 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.

Conformity with Standards Unless otherwise provided in the contract, all materials shall conform to the following standards, as applicable.

- A. MDOT
- B. AASHTO
- C. ASTM
- D. AREMA
- E. Standard conditions and special conditions contained in any permit
- F. Manual on Uniform Traffic Control Devices (MUTCD)
- G. American with Disabilities Act (ADA)

Material Quality Materials and manufactured products shall be new unless otherwise specified, free from defect, and in conformity with the contract. If there is no applicable standard set forth in this Contract for a particular item, then the item shall be in accordance with industry standards prevailing at the time of bid. The Department has the authority to inspect all Materials and every detail of the Work.

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 con-forming to the Specifications at any time.