

SPECIAL PROVISION
TRAFFIC SIGNAL MAINTENANCE WORK

The Work consist of troubleshooting, repairing and maintaining Traffic Signals on an as-needed basis.

The Department may award contracts to all the responsive, responsible bidders that have the ability to respond in a timely manner, are adequately experienced/qualified to perform required tasks and meet the specified Contractor Requirements. The contract(s) may be extended for up to three additional 1-year periods at the Department's discretion, and upon mutual agreement with the Contractor(s).

Bidding Requirements

Bidders shall ensure that all information required herein is submitted with this bid. Inaccurate information or failure to provide all completed and required information may result in the bid being disqualified as non-responsive. The Department reserves the right to reject any or all bids.

Bidder's Qualifications and Experience

Bidders must submit the following with their bid (no more than 3- 4 pages):

1. A statement indicating their ability to respond in a timely manner
2. An overview of three (3) successfully completed projects by key employees of similar size and scope that demonstrates sufficient experience in the maintenance and repair of Signal Devices, as applicable.
3. An overview of the Contractor's staff and their qualifications. The Contractor shall be required to submit evidence of employees with a suitable Electrician's license (Limited Signal, Journeyman or Master).

Qualifications and Experience information requested in this bid should be typed or printed. The bidder's name should appear on all attachments submitted.

Bid Prices and Schedule of Items Requirements

Bidders shall complete and submit the Appendix A Schedule of Items. No variations or alterations should be made on the Schedule of Items. Regions 1 thru 5 are as shown on maps found in this bid book.

Sections 1 and 2 - Bidders must bid every item in Sections 1 and 2.

Section 3 - Bidders shall only bid items for Regions that they propose to work in. Bidders are not required to bid all regions.

Sections 4 through 7 - Bidders may bid any or all items for which they are qualified. Bidders must be capable of performing the work or installing the items for which they submit a bid.

In order for bids to be accepted, they shall meet the following criteria:

1. Bids shall be signed.
2. Prices shall be provided and legible.
3. Bids shall be delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.

Electronic Bids will not be accepted for this bid.

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

See bid instructions on page three of the bid book.

SCHEDULE OF ITEMS

Contractor _____

Signature *Date*

(Print Bidder's Name and Title)

- Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Item	Unit	Price
1) TRAFFIC CONTROL		
Traffic Control for 4 way intersection (Including signs, drums, cones) per day	Lump sum	
Traffic Control for 3 way intersection (Including signs, drums, cones) per day	Lump sum	
Flagger	Hour	
2) LABOR		
Hourly Labor (for trouble shooting)	Hour	
3) TRAVEL TIME		
Travel Time to Region 1 (time to travel to and from any site in the region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	Lump sum	
Travel Time to Region 2 (time to travel to and from any site in the region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	Lump sum	

Item	Unit	Price
Travel Time to Region 3 (time to travel to and from any site in the region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	Lump sum	
Travel Time to Region 4 (time to travel to and from any site in the region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	Lump sum	
Travel Time to Region 5 (time to travel to and from any site in the region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	Lump sum	
Mobilization for Directional Boring in Region 1 (Boring is charged by linear foot in Lighting and Wiring below)	Lump sum	
Mobilization for Directional Boring in Region 2 (Boring is charged by linear foot in Lighting and Wiring below)	Lump sum	
Mobilization for Directional Boring in Region 3 (Boring is charged by linear foot in Lighting and Wiring below)	Lump sum	
Mobilization for Directional Boring in Region 4 (Boring is charged by linear foot in Lighting and Wiring below)	Lump sum	
Mobilization for Directional Boring in Region 5 (Boring is charged by linear foot in Lighting and Wiring below)	Lump sum	
Mobilization for Trenching in Region 1 (Trenching is charged by linear foot in Lighting and Wiring below)	Lump sum	
Mobilization for Trenching in Region 2 (Trenching is charged by linear foot in Lighting and Wiring below)	Lump sum	

Item	Unit	Price
Mobilization for Trenching in Region 3 (Trenching is charged by linear foot in Lighting and Wiring below)	Lump sum	
Mobilization for Trenching in Region 4 (Trenching is charged by linear foot in Lighting and Wiring below)	Lump sum	
Mobilization for Trenching in Region 5 (Trenching is charged by linear foot in Lighting and Wiring below)	Lump sum	
SIGNAL INDICATIONS <i>(furnish and deliver parts)</i>		
12 inch Bi-model Yellow/Green Arrow LED	Each	
12 inch Red Arrow LED	Each	
12 inch Yellow Arrow LED	Each	
12 inch Green Arrow LED	Each	
12 inch Red Ball LED	Each	
12 inch Yellow Ball LED	Each	
12 inch Bi-model Yellow/Green Arrow LED	Each	
12 inch Red Arrow LED	Each	
12 inch Green Ball LED	Each	

Item	Unit	Price
SIGNAL AND BEACON COMPONENTS (<i>furnish and deliver parts</i>)		
TS-2 Type 1 Controller	Each	
TS-2 Type 2 Controller	Each	
Atc Traffic Controller	Each	
Malfunction Management Unit	Each	
NEMA Conflict Monitor 12 Channel	Each	
Dual Indicator Load switches	Each	
Atc switch packs for signal indications	Each	
Atc Malfunction management unit	Each	
24 volt power supply for TS1 Cabinet	Each	
SDLC cables	Each	
Bus Interface Units	Each	
2 Conductor 18 gauge Loop Lead in Cable	Each	
6 foot by 40 foot quadrapole inductance loop (with IMSA Spec 51-5 loop wire with tube jacket)	Each	
6 foot by 6 foot inductance loop (with IMSA Spec 51-5 loop wire with tube jacket)	Each	
Loop amplifiers (2 channel) rack mounted	Each	
Loop amplifiers (Single channel) shelf mounted	Each	
Loop amp rack mount	Each	
Loop amp shelf mount	Each	
Traffic cam with clickit interface	Each	
Wavetronics radar detection unit stop bar detection	Each	
Wavetronics advance	Each	
Gridsmart Camera Detection System	Each	
Gridsmart Camera (just camera)	Each	
Miovision Camera Detection System	Each	

Item	Unit	Price
Miovision Camera (just camera)	Each	
Flir Camera and interface	Each	
Signal cable direct earth burial (12 AWG)5 conductor -	Linear foot	
Signal cable direct earth burial (12 AWG) 7 conductor	Linear Foot	
Signal cable direct earth burial (12 AWG) 12 conductor	Linear Foot	
Self supporting aerial cable (12 AWG) 5 conductor	Linear Foot	
Self supporting aerial cable (12 AWG) 7 conductor	Linear Foot	
Self supporting aerial cable (12 AWG) 12 conductor	Linear Foot	
Communication cable (19AWG 12 pair) IMSA Spec 59-2 and 60-2	Linear Foot	
Battery cabinet type P216	Each	
Atc Controller Cabinet 2 door pole mount - empty	Each	
Atc Controller Cabinet 4 door ground mount - empty	Each	
Controller Cabinet Type M- empty	Each	
Controller Cabinet Type P- empty	Each	
Controller Cabinet Type F - empty	Each	
Controller Cabinet Type M (with back panel)	Each	
Controller Cabinet Type P (with back panel)	Each	
Controller Cabinet Type F (with back panel)	Each	
Span wire (5/16 inch)	Linear Foot	
Span wire signal mount bracket	Each	
Tether wire (1/4 inch)	Linear Foot	
Tether Clamp Assembly	Each	
Strand vise (5/16 inch)	Each	
Goosenecks for signals	Each	
3 Section Signal Housing for 12" signal heads	Each	

Item	Unit	Price
Back plates for 3-section heads with 3 inch yellow reflective border	Each	
Back plates for 4-section heads with 3 inch yellow reflective border	Each	
Back plates for 5-section heads with 3 inch yellow reflective border	Each	
Astro-bracket for 3-section head	Each	
Astro-bracket for 5-section head	Each	
Flash transfer relay (35 amps)	Each	
Line filters (30 amps)	Each	
Solar panel (45 watt) with mounting brackets	Each	
Replacement t for Mercury Relay for Signal Buss	Each	
Pedestrian Push Button	Each	
Audible ped button only	Each	
Audible ped system – includes power supply, ped button, bracket and speaker	Each	
Audible ped chirper	Each	
Bimodal Ped indication	Each	
Bimodal countdown ped indication	Each	
Pedestrian Heads (18 inch LED)	Each	
Pedestrian Heads (18 inch LED countdown)	Each	
5 pin flasher	Each	

Item	Unit	Price
POLES AND FOUNDATIONS (<i>furnish, deliver and <u>install</u></i>)		
Wood poles 40 foot with guys	Each	
Wood poles 45 foot with guys	Each	
18" Concrete Foundation	Each	
24" Concrete Foundation	Each	
30" Concrete Foundation	Each	
36" Concrete Foundation	Each	
Pedestal Poles (10 foot)	Each	
Manitoba Safety T-base breakaway or approved equal (packs of 4)	Each	
Remove and replace traffic signal pole (steel or alum)	Lump sum	
Remove and replace traffic signal mast arm 10 – 20 feet	Lump sum	
Remove and replace traffic signal mast arm 20 – 30 feet	Lump sum	
Remove and replace traffic signal mast arm 30 – 40 feet	Lump sum	
Remove and replace traffic signal mast arm 40 – 50 feet	Lump Sum	
Remove and replace traffic signal mast arm 50 feet and above	Lump Sum	
Traffic signal foundation patching / repair	Lump Sum	
Traffic signal pole /mast arm repair	Lump Sum	
Frangible Coupling Breakaway Transformer Base	Each	

Item	Unit	Price
LIGHTING AND WIRING (<i>furnish and deliver parts</i>)		
# 8 copper stranded Thwn various colors per foot	Linear Foot	
# 6 copper stranded Thwn various colors per foot	Linear Foot	
# 4 copper stranded Thwn various colors per foot	Linear Foot	
# 2 copper stranded Thwn various colors per foot	Linear Foot	
# 1/0 copper stranded Thwn various colors per foot	Linear Foot	
PVC Schedule 40 1 ½ inch	Linear Foot	
PVC Schedule 80 1 ½ inch	Linear Foot	
PVC Schedule 40 2 inch	Linear Foot	
PVC Schedule 80 2 inch	Linear Foot	
Junction Box (23,000 lb load rating, see MDOT Standard Details)	Linear Foot	
Signal Bracket arms wood pole mount 6 feet long	Linear Foot	
Signal Bracket arms wood pole mount 8 feet long	Linear Foot	
Signal Bracket arms wood pole mount 10 feet long	Linear Foot	
Trenching 3 feet deep	Linear Foot	
Directional Boring	Linear Foot	
Miscellaneous (<i>furnish and deliver</i>)		
Parts markup on unlisted items	%	

Contract Administrator The contract administrator for this contract will be:

Name: Luke Lorrimer
Title: Transportation Engineer II
Address: MDOT Maintenance & Operations
16 State House Station Augusta, Maine 04333-0016

The Contractor shall contact the Contract Administrator, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

Contractor Requirements

Work will be on an as needed basis. Only Bidders determined to be qualified by the Department, based upon the Bidder's submittals and in accordance with Special Provision 103.3 Post-Bid Qualification and Special Provision 105 Safety Plan, or prequalified by the Department for Traffic Signals and/or Lighting may be awarded a contract.

Scope of Work

The Contractor shall provide general electrical services and parts for repairs to Traffic Signals, Overhead Flashing Beacons and all appurtenances attached to these devices and related Electrical Services.

Work covered by this Contract consists of providing all labor and furnishing all equipment, supplies and other applicable tools to perform the services stated above.

General Requirements

All Work must be performed by a Maine Licensed Electrician. All licensure shall be active for Work completed in the state of Maine.

Work will be on an as needed basis. The Contractor shall respond to a call or email for an assignment within 2 business days unless the Department has determined that the Assignment is a priority/emergency and specifies a quicker response time. The Contractor shall conduct initial troubleshooting within one week of the date the assignment was made unless otherwise agreed to by the Department or in priority/emergency cases. Contractor shall be on-call 24 hours/day and have the ability to respond and be underway to the job site within an hour. For Priority Work/Emergency, Contractors shall respond to a call within 15 minutes. Priority/Emergency Work shall be started within 1 hours of response and completed within 48 hours unless otherwise agreed to.

All materials and performance of Work shall meet current National Electrical Code, Institute of Transportation Engineers (ITE), and Illuminating Engineering Society of North America (IES) Standards that are current at time of service. All materials and performance of Work needed to complete this Contract shall be governed by and be in conformity with the Standard Specifications March 2020 edition) and the Standard Details (March 2020 edition). Traffic

Control shall be in conformance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall submit, at or before the first work assignment, a Modified Traffic Control Plan (TCP) that provides the following information to the Department:

- a. The name, telephone number, and other contact numbers (cellular phone) of the Contractor's Traffic Control Supervisor (TCS). The TCS is the person with overall responsibility for insuring the Contractor follows the TCP; and who has received Work Zone Traffic Control Training commensurate with the level of responsibility shown in the requirements of the Contract, and who is empowered to immediately resolve any work zone traffic control deficiencies or issues.
- b. A written narrative and/or plan explaining how traffic and pedestrians will be moved through typical 4 way and 3 way intersections.

The Department will review the TCP for completeness and conformity with Federal requirements, Contract provisions, the current edition of the MUTCD, and Department policy and procedures. The Department will review and provide comments to the Contractor within 7 days of receipt of the TCP. No review or comment by the Department, or any failure to review or comment, shall operate to absolve the Contractor of its responsibility to design and implement the plan in accordance with the Contract, or to shift any responsibility to the Department. If the TCP is determined by the Department to be operationally ineffective, the Contractor shall submit modifications of the TCP to the Department for review, and shall implement these changes at no additional cost to the Contract. Nothing in this Section shall negate the Contractor's obligations set forth in Section 110 - Indemnification, Bonding, and Insurance. The creation and modification of the TCP will be considered incidental to the related items.

All Work will be completed in accordance with the Department's Specifications, Plans and, Best Management Practices for Erosion and Sedimentation Control Manual (MDOT BMP Manual).

As Work is assigned, the Contractor shall respond to and perform work in the time specified in the assignment. Should the response not meet the Department's requirements in the Assignment, the Department may request services from another Contractor.

The Contractor shall provide traffic control if MaineDOT has not provided a work zone setup at the job site. The Contractor shall provide erosion control.

The Contractor shall perform Work in accordance with the Contract and the Assignment. The Contractor is solely responsible for the planning and execution of Work so that it is completed within the agreed-upon time in the Assignment.

Unless otherwise authorized or directed by the Contract Administrator, the Contractor shall not provide service on holidays (as defined in the Standard Specifications).

The Contractor shall furnish the Department with a minimum of one cellular phone number which will be available for contact 24/7 for emergency situations.

The Contractor shall provide erosion control as deemed necessary by the Department and as directed by the MDOT BMP Manual. Erosion Control will be incidental to the contract.

The Contractor shall provide Traffic Control (including all necessary materials and equipment) as specified in Federal Highway Administration's, Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the Standard Specifications.

Additional Requirements for LED's

1.) All LED fixtures shall be Energy Star Qualified. LED fixtures shall have the capability to be installed in the housings produced by, but not limited to, the following manufacturers:

American Signal Co.; Eagle Signal Controls; Econolite Control Prod. Inc.; General Traffic Equipment Corp.; McCain Traffic Supply; Peek Traffic; Peek/Sarasota Traffic Inc.; Traffic Parts; LFE; Pelco; Crouse Hinds

Warranty for LED's

Manufacturer will provide the following warranty provisions:

(1) Replacement or repair of an LED signal module that fails to function as intended due to workmanship or material defects within the first 60 months from the date of delivery.

(2) Replacement or repair of LED signal modules that exhibit luminous intensity of less than the minimum values specified in Table 1 of ITE specification VTCSH-Part-2 July 1998, within the first 36 months from the date of delivery.

Basis of Award and Assignments

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet "Contractor requirements".

The dollar amount of this Contract is in no way a guarantee that the Department will Assign Work for any or all of the total amount.

The Department and each responsive bidder will enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department according to the following terms. Work will be assigned under these contracts according to the following process: The Department will estimate the Contractor with the lowest cost for the particular Work (the "Assignment") based on the unit

bid prices for the total quantity of estimated work in that Assignment. **The Department will offer to assign the Work to the adequately qualified Contractor with the lowest cost for the particular Work (the “Assignment”)**, that indicated willingness to work in the assignment location, with the ability to perform the Work, and that Contractor will have first option to perform work. Contractors shall have two business days to accept an Assignment unless otherwise stated in the offer to assign work. If the Department has determined that the Assignment is an emergency, the Contractor shall have 15 minutes to respond. Contractors are not required to accept work. If Contractors do not respond to requests for assignments in the allotted time, The Department shall proceed as if the Contractor has declined the assignment. If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment, complete the Assignment in the allotted time, or does not have the equipment, experience or ability to complete the Assignment, then the Contract Administrator will contact an adequately qualified firm that is estimated to have the next lowest assignment cost to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment. The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment. Contractors are not required to accept all assignments offered.

The accepted quantities will be paid for in accordance with the Contract. **The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.** The regions in which bids are received and accepted and the estimates below will be used to determine the original contract amount. The following are estimates are based upon the planned and anticipated unplanned maintenance, previous maintenance expenditures, and anticipated growth.

Region 1 - \$150,000
Region 2 - \$150,000
Region 3 - \$50,000
Region 4 - \$150,000
Region 5 - \$50,000

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

Allowable Work Times

The Contractor shall perform work as agreed. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the agreed time.

Project Specific Emergency Planning

The Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Project Limits. The Contractor shall, as appropriate, contact all emergency service providers in the area, discuss potential impacts on emergency operations (including water supply for fire suppression), and minimize any negative impacts.

Wage Rates.

The applicable wage rates shall be stated in the Assignment. Both Federal and Maine State wage rates apply if stated in the Assignment Letter. Maine State wage rates apply if stated in the Assignment. If the Assignment does not state the applicable wage rate, the higher wage rates shall be applied.

Method of Measurement and Basis of Payment

Traffic Control Items will be paid for at the contract lump sum price. Payment will be full compensation for the Traffic Control Supervisor, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary, and all incidentals necessary shall be considered part of the lump sum price.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

Flagger and Hourly Labor Items will be paid by the hour for each hour Work is performed. The total amount of hours will be rounded off to the nearest $\frac{1}{4}$ hour.

Travel Time Items will be paid for at the contract lump sum price. Payment will be full compensation for the truck and electrician's time to and from Project Locations in the Region, including labor and equipment expenses, all wear and tear on the vehicle, fuel costs and other incidentals.

Signal Indications, Signal and Beacon Components, and Lighting and Wiring Items will be paid at the contract unit price at the quantities measured and accepted. Payment shall be full compensation for furnishing, delivering and all incidental necessary.

Poles and Foundation Items will be paid at the contract unit price for the quantities measured, complete, in place and accepted. Payment shall be full compensation for furnishing, delivering, and installing the item, assembly hardware and all incidentals necessary to complete the installation.

Most items are exempt from Maine Sales tax. The Contractor shall bid in accordance with the Maine statutory exemption from sales tax.

Invoicing

The Department will pay based upon prices bid and the invoices provided by the Contractor and approved by the Department.

Invoices, at a minimum, shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates, Description and Location of Service
- Item Quantities invoiced at the Prices contained in the Contractor's Bid or Contract Modification
- Total amount due

The Contractor shall submit an invoice and supporting documentation to the Contract Administer monthly or within 31 days following the completion of the assignment. Once the Contract Administer confirms acceptance of work, the Contractor shall invoice the Department for authorized work performed. Invoices need to be broken down and in accordance with Contract Terms and Conditions Payment of the invoice will be remitted to the Contractor in accordance with the Contract Terms and Conditions.

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,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. Repetitive Breakdowns
- J. All other causes that the Department reasonably determines negatively affect the State's interest

Upon receipt and approval of the itemized invoice submitted by the Contractor as specified above, the Assignment will be considered Physically Complete and Finally Accepted.

Within 30 days of the acceptance of the invoice, the Contractor shall provide the All Bills Paid Letter and Certified Payroll Reports confirming compliance to Section 104.3.8 Wage Rates

and Labor Laws. If the Contractor fails to resolve issues and deliver Closeout Documentation within the 30 Days provided in Section 107.9.5, the Department may provide a final notice informing the Contractor in writing that unless the Contractor Delivers all Closeout Documentation within 30 Days of the date of Receipt of final notice, the Contractor shall be in Default under the Contract. The Contractor shall become ineligible to Bid on any Department Contracts. The Department may then pursue all remedies provided by the Contract or by law, including withholding Final Payment. For a related provision, see Section 102.1.1 - Eligibility to Bid - Basic Requirements.

Default and Termination

The Department may Terminate an Assignment or a Contract if conditions in the following sections are met.

Default and Termination of Assignment – Work Performance

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

- A. Fails to adhere to obligations of the Assignment or Contractor Requirements,
- B. Fails to answer or reply to the Department within 24 hour of emergency notification of work,
- C. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment,
- D. After work on assignment has commenced, fails to continuously work on assignment without Department approval,
- E. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department,
- F. Continues to perform Work after the Department directs that Work be stopped.
- G. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department,
- H. Discontinues the Work without the Department approval,

If Default and Termination of Assignment occurs, the Department may issue a written warning. If the Contractor subsequently fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may complete the work with its own forces or enter into an Assignment Letter with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for to complete the Assignment. If a party under an assignment letter contract with the Department continually refuses Assignment Letter work, their contract shall be subject to termination.

Default and Termination of Assignment – Safety Concerns

Failure by the Contractor to perform the Work in compliance with their submitted Safety Plan, Federal and State requirements, Contract provisions, applicable laws and regulations of OSHA when required or to substantially meet other contractual requirements will be considered a violation and may result in the following actions:

All Incidents: The Contractor will immediately eliminate all unsafe conditions brought to the Contractor's attention by the Department or any other representative of the Department. The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

1st Incident: If the Contractor has previously received a verbal warning for the same or similar unsafe conditions or does not take corrective action immediately upon receipt of verbal warning, the Department will issue a written warning.

2nd 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. Such Contractor will be prohibited from submitting a Bid for the Work in the event that the Work is re-advertised. Further, the Department may refuse to accept any Bid from the Contractor on any Project for a period of two years from the date of such refusal. The Department may then take any action that the Department determines is in the best interest of the Department including re-advertising the Work.

Default and Termination of Contract

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:

- A. 1st Incident: The Department will issue a verbal warning. If the Contractor does not take corrective action for a non-emergency Assignment within 2 days of receipt of the verbal warning, or within 24 hours of the verbal warning for an emergency Assignment, the Department will issue a written warning.
- B. 2nd Incident: The Department will issue a written warning.
- C. 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 a written Notice of Default to the Contractor. Failure to give a 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 that the Department deems are required for the Completion of the Assignment in an acceptable and timely manner. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices.