SPECIAL PROVISION

SECTION 101

CONTRACT INTERPRETATION

The provisions of Section 101 of the Standard Specifications, “Contract Interpretation,” shall apply with the following modifications:

**101.2 Definitions.**

Chief Engineer.

REPLACE: “The Chief Engineer of the Department.”

With: “The Engineer of Record for the Project,      .”

Commissioner.

REPLACE: “The Commissioner of Transportation established by 23 MRSA §4205.”

With: “     ”

Department.

REPLACE: “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 …”

With: “The Municipality of      , Maine,” acting through their       and this person’s duly authorized representatives.”

Project Manager.

REPLACE: “The Department’s duly authorized representative for overall coordination of the Project.”

With: “The Municipality of      ’s duly authorized representative for overall coordination of the Project.”

Resident.

REPLACE: “The Department’s on-site representative.”

With: “     .”

SPECIAL PROVISION

SECTION 110

INDEMNIFICATION, BONDING, AND INSURANCE

The provisions of Section 110 of the Standard Specifications, “Indemnification, Bonding, and Insurance,” shall apply with the following modifications:

Section 110.1 Indemnification

This Subsection is amended to read as follows:

The Contractor agrees to indemnify, defend, and hold harmless the Maine Department of Transportation (the Department) and the Municipality of       (the Municipality) and their officers, directors, employees, agents, and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and property damage arising out of or relating to this Contract or the performance of Work by the Contractor, their Subcontractors, subconsultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Department or the Municipality. Damages covered include, but are not limited to, all Dispute resolution costs, including court costs, attorney’s fees, and the fees of engineers and consultants, arbitrators, and other professionals related to Dispute defense and preparation.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor, subconsultant, engineer, supplier, or other individual or entity under Workers’ Compensation acts, disability benefit acts, or other employee benefit acts.