

**ON CALL
PAVING SERVICES
(NO PIN PROJECT)
STATEWIDE
2010**

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
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
 - d. two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or bid requirements listed in the Bid Documents as due by bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title or PIN:
 - Town, Region or Statewide:
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

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

- Double Envelope: Bid Enclosed
- Title or PIN:
- Town, Region or Statewide:
- Date of Bid Opening:
- Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title or PIN:
- Town, Region or Statewide:
- Name of Contractor:

4. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building 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.
5. If a paper Bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016.
6. 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, Revision of December 2002.

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 a planholders 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 provide an email address to Diane Barnes or David Venner at 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.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism 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.

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/vendorinfo/vss.htm> .

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

Corporation – Company - Association - Estate - (circle one)

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Scaled Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for **Paving Services**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **April 14, 2010**, and at that time and place publicly opened and read. Bids will be accepted from all bidders.

Description: Paving Services

Location: Statewide

Outline of Work: Supply Paving Services for MaineDOT maintenance work zones and small construction work sites.

Bids are requested for thirteen zones in the five Regions in the state. Maps are included that display the zones and regions.

The intent of this proposal is to receive numerous bids for Paving Services. Contracts with multiple Contractors per Region will be entered into.

A Bidder is not required to bid all zones, but may bid on one or more zones.

Bid prices are being requested primarily for our 2010 summer construction and maintenance season, but will be valid through March 31, 2011.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. **There will be no Bid Bond, Performance or Payment Bond required.** 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. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Bid proposal packages are available at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> Bid proposal packages can also be obtained at no cost at the MaineDOT building in Augusta, Maine between the hours of 8:00 a.m. to 4:30. They also may be obtained by telephone at 207-624-3536 between the hours of 8:00 A.M. and 4:30 P.M.

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, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php.

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
March 24, 2010



Michael Burns
Acting Director
Maintenance and 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/comprehensive-list-projects/project-information.php> It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

Maine Department of Transportation Paving Services Schedule of Items

	UNIT QUOTE FOR CLASS I PAVING TRAIN SERVICES	UNIT QUOTE FOR CLASS II PAVING TRAIN SERVICES	UNIT QUOTE FOR CLASS III PAVING TRAIN SERVICES	UNIT QUOTE FOR CLASS IV HAND CREW SERVICES	UNIT QUOTE FOR SKIDSTEER	659.11 MOBILIZATION CALENDAR DAY
REGION 1						
AREA	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 1	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ENTIRE REGION	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
REGION 2						
ZONE 2	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
SOMERSET COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
KENNEBEC COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 3	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
SAGadahOC COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ANDROSCOGGIN COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 4	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
LINCOLN COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
KNOX COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
WALDO COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
REGION 3						
ZONE 5	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
OXFORD COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
FRANKLIN COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 6	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
SOMERSET COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 7	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
PISCATAQUIS COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
REGION 4						
ZONE 8	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
WASHINGTON COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
HANCOCK COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 9	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
SOMERSET COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 10	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
PENOBSCOT COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
PISCATAQUIS COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
REGION 5						
ZONE 11	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ARROSTOOK COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 12	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
PENOBSCOT COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
ZONE 13	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD
PISCATAQUIS COUNTY	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per hour	_____ per CD

Maine Department of Transportation Paving Services Schedule of Items

AREA	659.12 MOBILIZATION HOUR	409.15 TACK GALLON	DISTRIBUTOR TRUCK HOUR	PAVEMENT BUTT JOINT LESS THAN 250 SY	PAVEMENT BUTT JOINT GREATER THAN 250 SY	BITUMINOUS CURB LINEAR FOOT
REGION 1 ZONE 1 ENTIRE REGION	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
REGION 2 ZONE 2 SOMERSET COUNTY KENNEBEC COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
ZONE 3 SAGadahoc COUNTY ANDROSCOGGIN COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
ZONE 4 LINCOLN COUNTY KNOX COUNTY WALDO COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
REGION 3 ZONE 5 OXFORD COUNTY FRANKLIN COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
ZONE 6 SOMERSET COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
ZONE 7 PISCATAQUIS COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
REGION 4 ZONE 8 WASHINGTON COUNTY HANCOCK COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
ZONE 9 SOMERSET COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
ZONE 10 PENOBSCOT COUNTY PISCATAQUIS COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
REGION 5 ZONE 11 ARROSTOOK COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
ZONE 12 PENOBSCOT COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF
ZONE 13 PISCATAQUIS COUNTY	_____ per Hour	_____ per gallon	_____ per hour	_____ per SY	_____ per SY	_____ per LF

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **PAVING SERVICES IN THE ZONES BID** in Maine. The Work includes providing services at maintenance work zones and small construction projects as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including 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.

The Contractor agrees to provide Paving services, beginning after contract execution or March 31, 2010 whichever is latest and continuing until this contract expires on **March 31, 2011**.

C. Price.

The regions bid in the Schedule of Items of the Bid Package and Special Provision Section 103 Basis of Award will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement. 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/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to 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. Offer.

The undersigned, having carefully examined the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for **PAVING SERVICES**, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

The Offeror also agrees to do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a basis as provided in the contract documents.

The Offeror also agrees 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement 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)

Witness

(Name and Title Printed)

G. Award. Your offer is hereby accepted for (see checked boxes):

Paving Services

Region 1

Zone 1

Region 2

Zone 2

Zone 3

Zone 4

Region 3

Zone 5

Zone 6

Zone 7

Region 4

Zone 8

Zone 9

Zone 10

Region 5

Zone 11

Zone 12

Zone 13

The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael E. Burns, Acting Director
Bureau of Maintenance and Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **PAVING SERVICES IN THE ZONES BID** in Maine. The Work includes providing services at maintenance work zones and small construction projects as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including 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.

The Contractor agrees to provide Paving services, beginning after contract execution or March 31, 2010 whichever is latest and continuing until this contract expires on **March 31, 2011**.

C. Price.

The regions bid in the Schedule of Items of the Bid Package and Special Provision Section 103 Basis of Award will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement. 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/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to 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. Offer.

The undersigned, having carefully examined the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for PAVING SERVICES, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

The Offeror also agrees to do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a basis as provided in the contract documents.

The Offeror also agrees 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement 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)

Witness

(Name and Title Printed)

G. Award. Your offer is hereby accepted for (see checked boxes):

Paving Services

Region 1

Zone 1

Region 2

Zone 2

Zone 3

Zone 4

Region 3

Zone 5

Zone 6

Zone 7

Region 4

Zone 8

Zone 9

Zone 10

Region 5

Zone 11

Zone 12

Zone 13

The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael E. Burns, Acting Director
Bureau of Maintenance and Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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 (Name of the firm bidding the job) a corporation or other legal entity organized under the laws of the State of (state), with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **PAVING SERVICES IN THE ZONES BID** in Maine. The Work includes providing services at maintenance work zones and small construction projects as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including 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.

The Contractor agrees to provide Paving services, beginning after contract execution or March 31, 2010 whichever is latest and continuing until this contract expires on **March 31, 2011.**

C. Price.

The regions bid in the Schedule of Items of the Bid Package and Special Provision Section 103 Basis of Award will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

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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/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to 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.

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The undersigned, having carefully examined the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for PAVING SERVICES, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

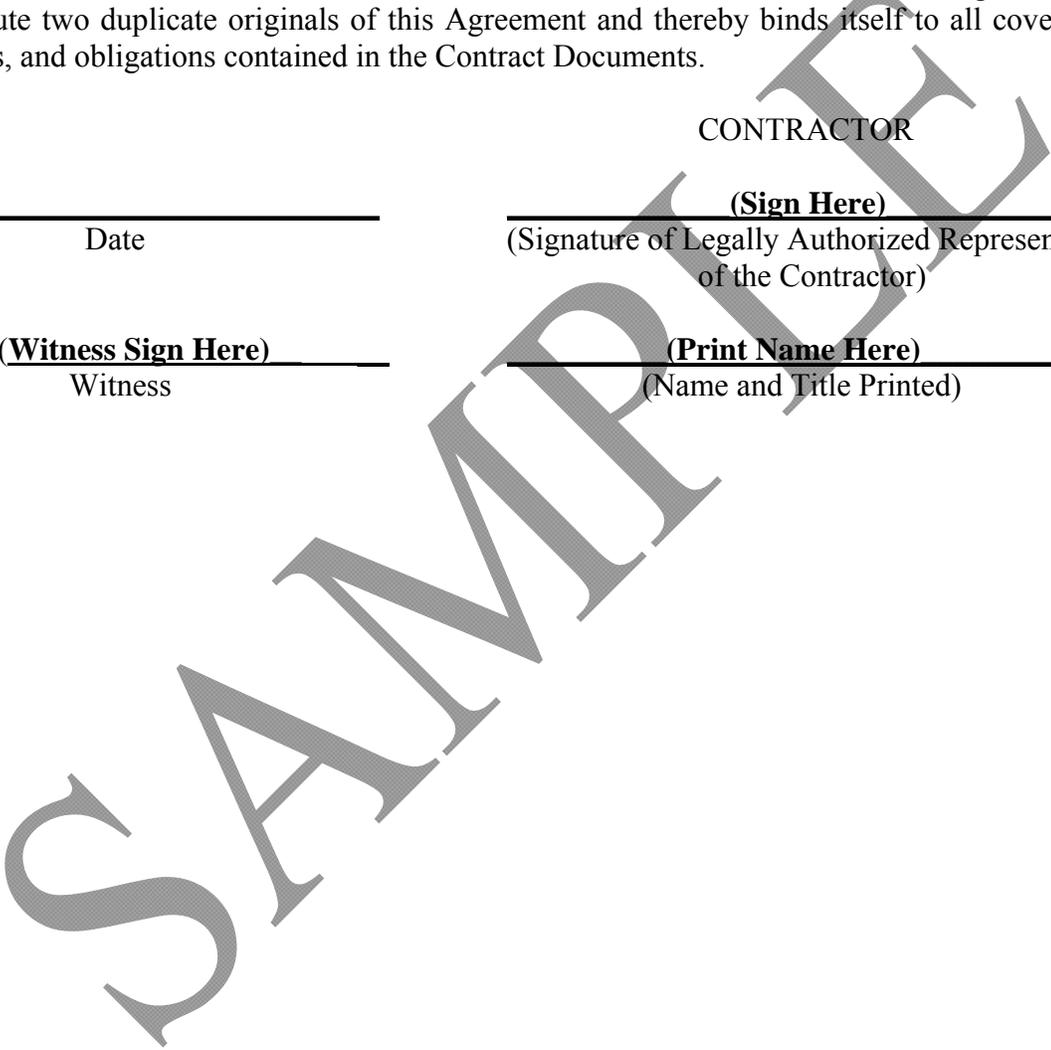
The Offeror also agrees to do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a basis as provided in the contract documents.

The Offeror also agrees 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

<hr/> <p style="text-align: center;">Date</p>	<p style="text-align: center;">CONTRACTOR</p> <hr/> <p style="text-align: center;">(Sign Here)</p> <p style="text-align: center;">(Signature of Legally Authorized Representative of the Contractor)</p>
<hr/> <p style="text-align: center;">(Witness Sign Here)</p> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">(Print Name Here)</p> <p style="text-align: center;">(Name and Title Printed)</p>



G. **Award.** Your offer is hereby accepted for (see checked boxes):

Paving Services

Region 1
Zone 1

Region 2
Zone 2
Zone 3
Zone 4

Region 3
Zone 5
Zone 6
Zone 7

Region 4
Zone 8
Zone 9
Zone 10

Region 5
Zone 11
Zone 12
Zone 13

The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael E. Burns, Acting Director
Bureau of Maintenance and Operations

Witness

SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
(Basis of Award)

Bids are requested for multiple zones in the state. A Bidder is not required to bid all zones, and may bid on one or more zone(s).

The dollar amount of this Contract does not 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 bidder to perform work pursuant to Assignment Letters at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department and according to the following terms. Work will be assigned under these contracts according to the following process: The Contractor with the lowest bid for the particular Work (the "Assignment") will have first option to perform work pursuant to an Assignment Letter. If this Contractor is unable to accept the work, then the Department will contact the firm that submitted the next lowest bid 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. Upon mutual agreement, an Assignment Letter will then be sent to the successful contractor. The Work described in this letter will become part of the Contract.

If a Contractor fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, 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 other methods in order to complete the Assignment.

The accepted quantities will be paid for in accordance with special provisions.

Bid prices are being requested primarily for our 2010 summer construction and maintenance season, but will be valid through March 31, 2011.

The Department may increase or decrease the Contract amount and quantities from those estimated, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid.

The following contract amounts will be awarded to all successful bidders:

Region 1 - \$ 240,000
Region 2 - \$ 55,000
Region 3 - \$ 40,000
Region 4 - \$150,000
Region 5 - \$ 50,000

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

State of Maine
 Department of Labor
 Bureau of Labor Standards
 Technical Services Division
 Augusta, Maine 04333-0045
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project ----- Small Quantity Paving Services for 2010

Location of Project -- Multiple Towns in Maine, Statewide

**2010 Fair Minimum Wage Rates
 Highway & Earthwork Statewide**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$14.00	\$0.52	\$14.52	Ironworker - Structural	\$19.63	\$5.79	\$25.42
Backhoe Loader Operator	\$16.25	\$3.02	\$19.27	Laborers/Helper/Tender	\$11.90	\$0.88	\$12.78
Blaster	\$14.50	\$1.91	\$16.41	Laborer - Skilled	\$14.06	\$1.21	\$15.27
Boom Truck Operator	\$17.00	\$3.13	\$20.13	Loader Op, Front-End	\$16.00	\$2.83	\$18.83
Bulldozer Operator	\$18.00	\$3.00	\$21.00	Mechanic - Maintenance	\$17.40	\$2.39	\$19.79
Carpenter	\$18.00	\$2.03	\$20.03	Mechanic - Refrigeration	\$20.63	\$3.65	\$24.28
Carpenter - Rough	\$15.56	\$2.87	\$18.43	Millwright	\$22.00	\$6.18	\$28.18
Cement Mason/Finisher	\$17.00	\$1.30	\$18.30	Paver, Bituminous	\$17.75	\$1.64	\$19.39
Concrete Mixing Plant Op	\$17.80	\$6.18	\$23.98	Pipelayer	\$15.50	\$0.48	\$15.98
Concrete Pump Operator	\$19.63	\$3.54	\$23.17	Pump Installer	\$15.00	\$2.03	\$17.03
Crane Op =>15 Tons	\$20.75	\$5.39	\$26.14	Roller Operator, Earth	\$13.20	\$3.20	\$16.40
Crusher Plant Operator	\$15.55	\$3.08	\$18.63	Roller Op, Pavement	\$17.00	\$5.54	\$22.54
Driller, Rock	\$16.00	\$5.38	\$21.38	Screed Operator	\$18.50	\$4.96	\$23.46
Electrician, Licensed	\$22.15	\$5.93	\$28.08	Stone Mason	\$15.00	\$6.64	\$21.64
Excavator Operator	\$17.00	\$2.42	\$19.42	Tile Setter	\$20.00	\$3.36	\$23.36
Fence Setter	\$13.00	\$1.30	\$14.30	Truck Driver, Light	\$15.75	\$2.17	\$17.92
Flagger	\$13.50	\$2.63	\$16.13	Truck Driver, Medium	\$14.00	\$0.62	\$14.62
Grader/Scraper Operator	\$18.00	\$4.78	\$22.78	Truck Driver, Heavy	\$13.45	\$1.77	\$15.22
Hgway Wrkr/Guardrail Inst	\$15.52	\$0.96	\$16.48	Truck Driver, Tractor Trlr	\$13.55	\$1.91	\$15.46
Hot Top Plant Operator	\$18.53	\$8.73	\$27.26	Truck Driver, Mixer, Cemnt	\$12.73	\$0.94	\$13.67

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

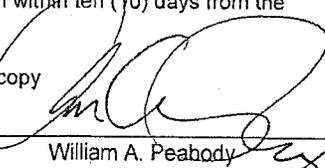
Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

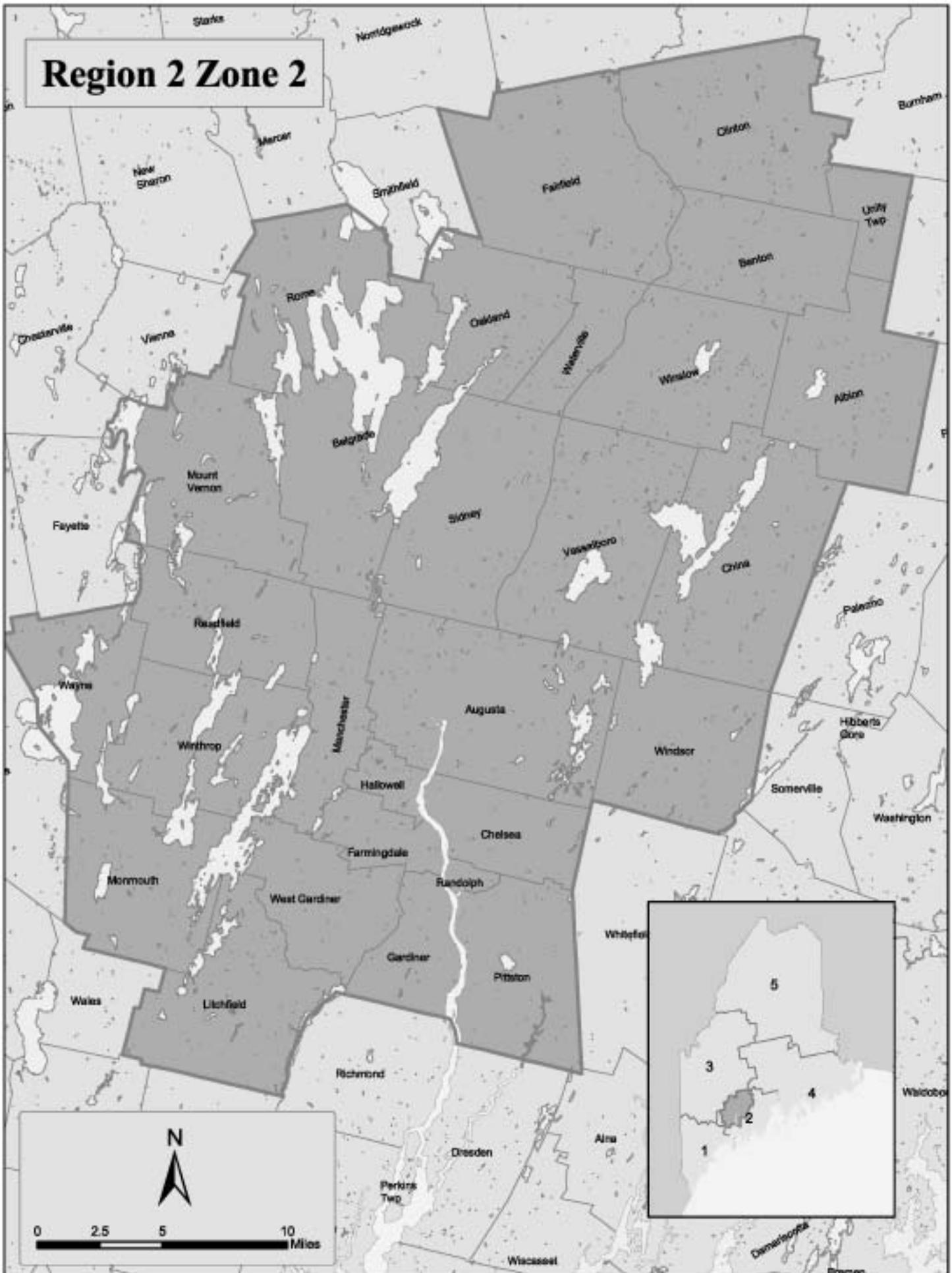
Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

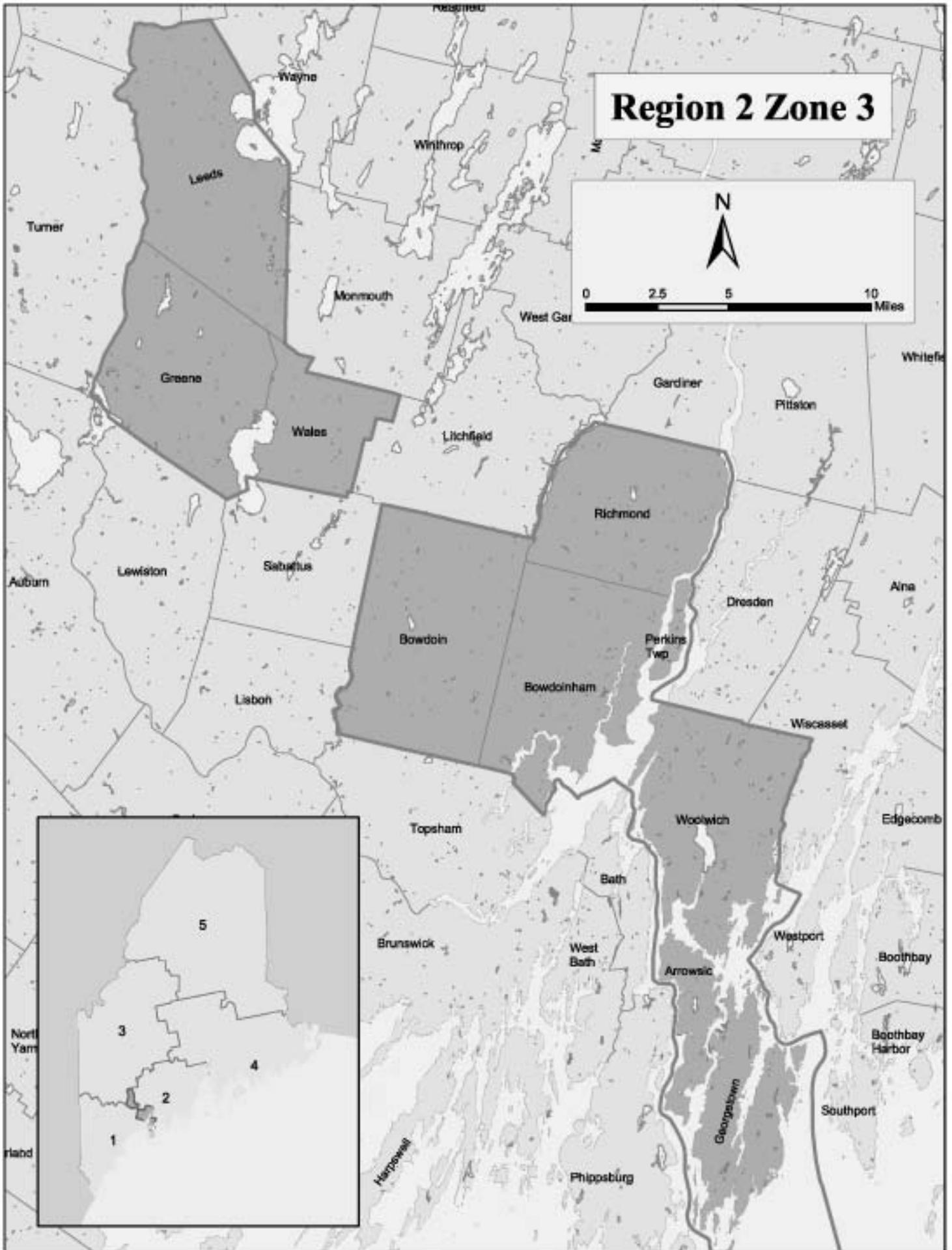
Determination No: HI-014-2010
 Filing Date: February 3, 2010
 Expiration Date: 12-31-2010

A true copy
 Attest: 
 William A. Peabody
 Director
 Bureau of Labor Standards

BLS 424HI (R2010) (Highway & Earthwork Statewide)

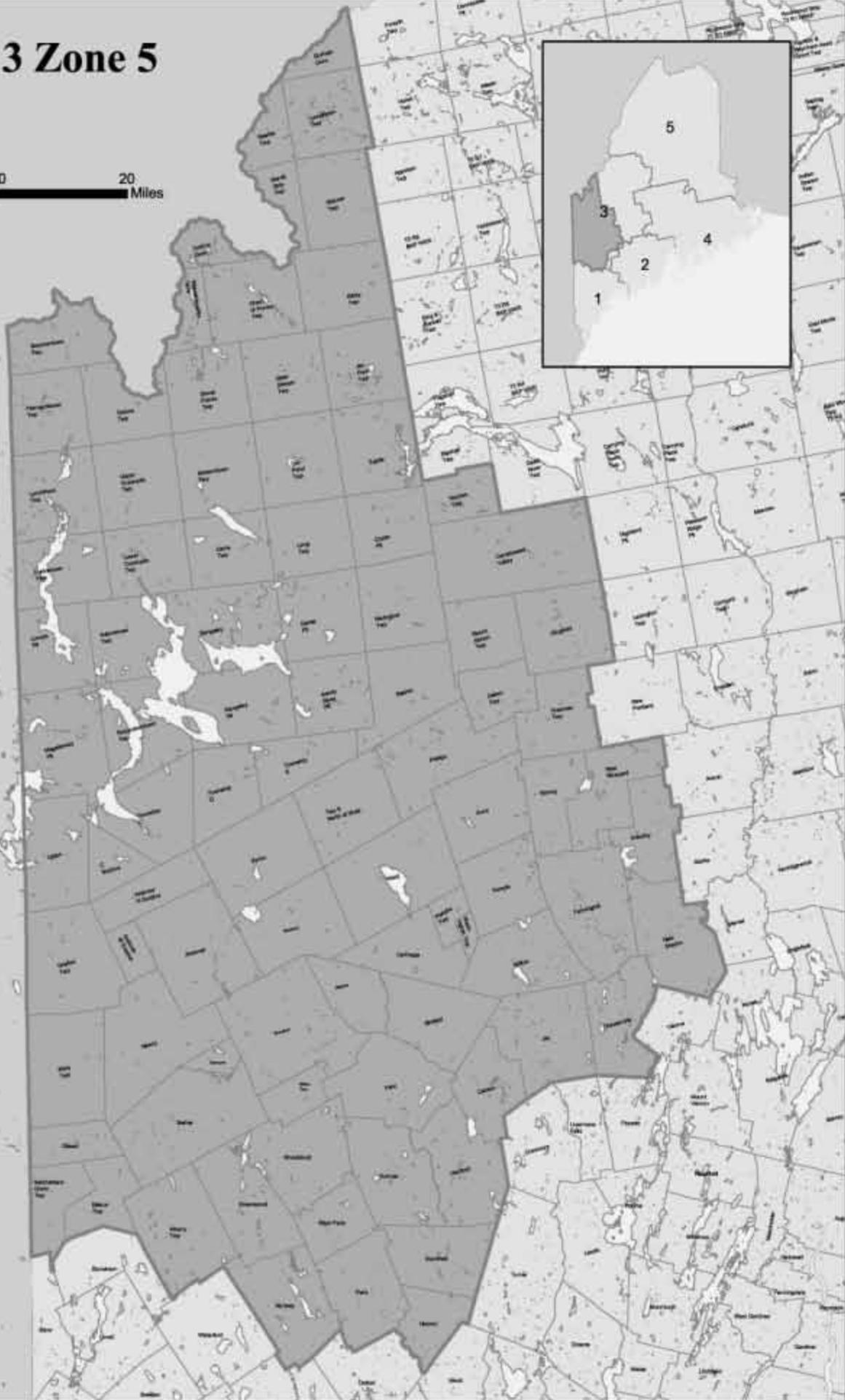
Region 2 Zone 2





Region 3 Zone 5

0 5 10 20 Miles



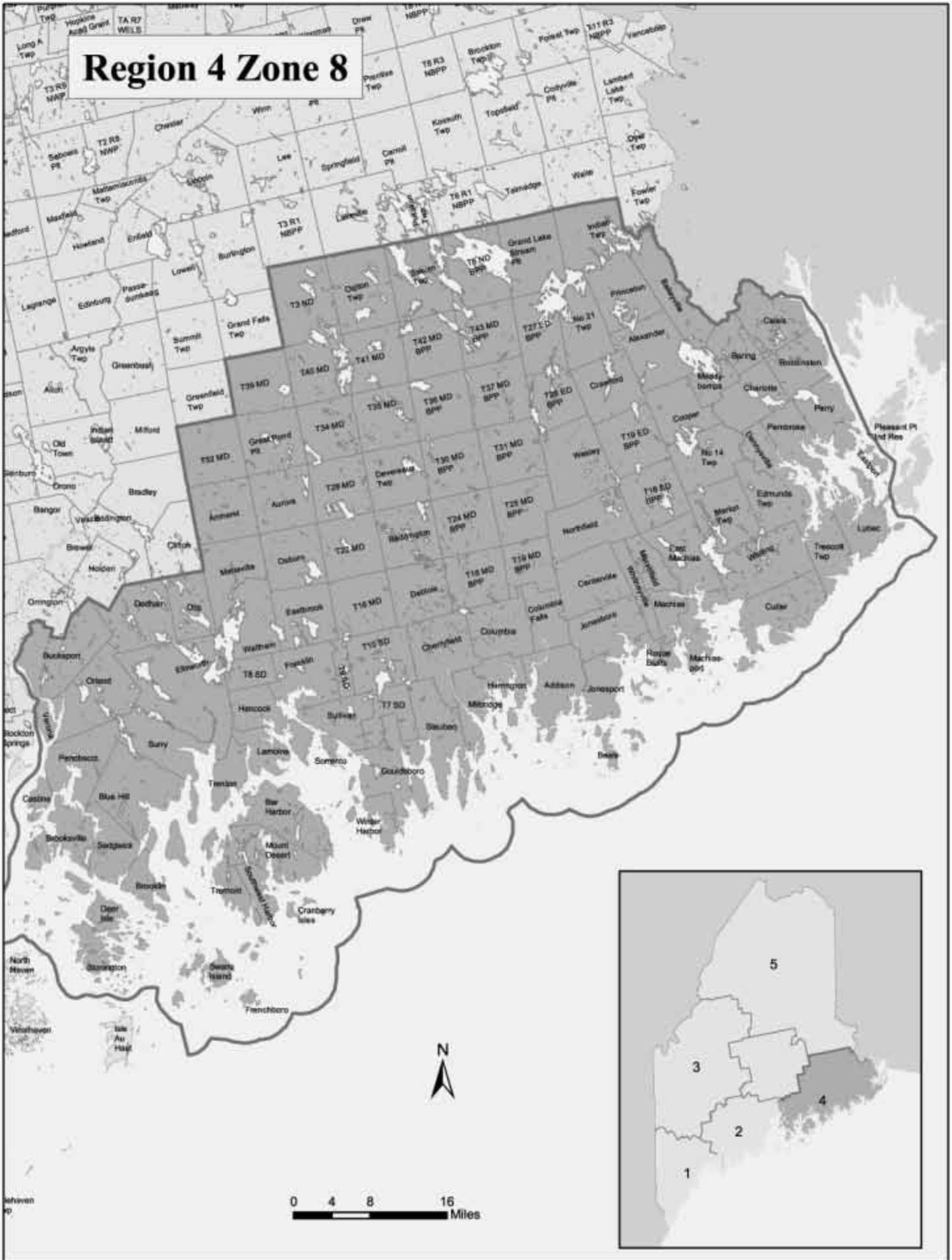
Region 3 Zone 6



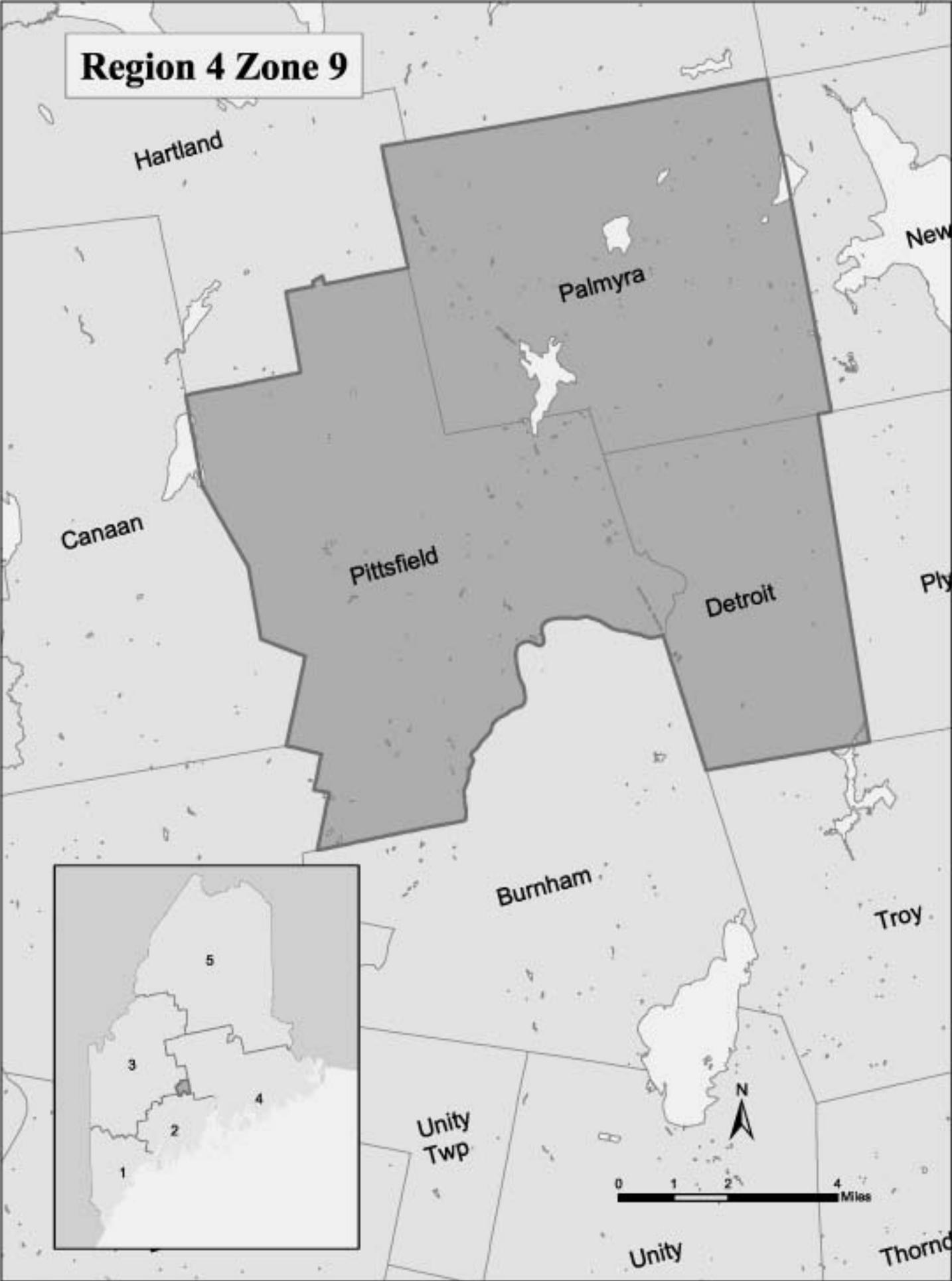
0 2.5 5 10 Miles



Region 4 Zone 8

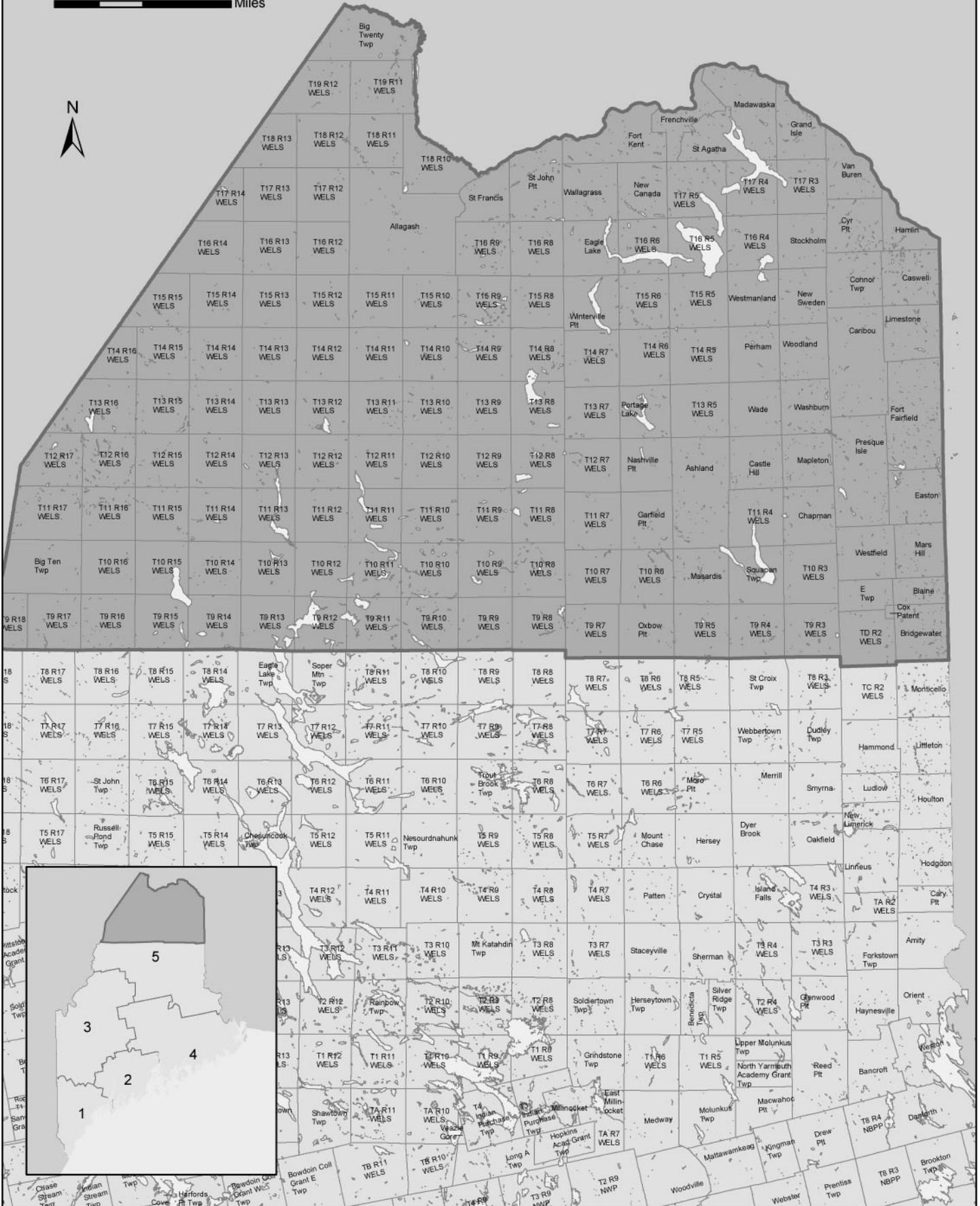


Region 4 Zone 9



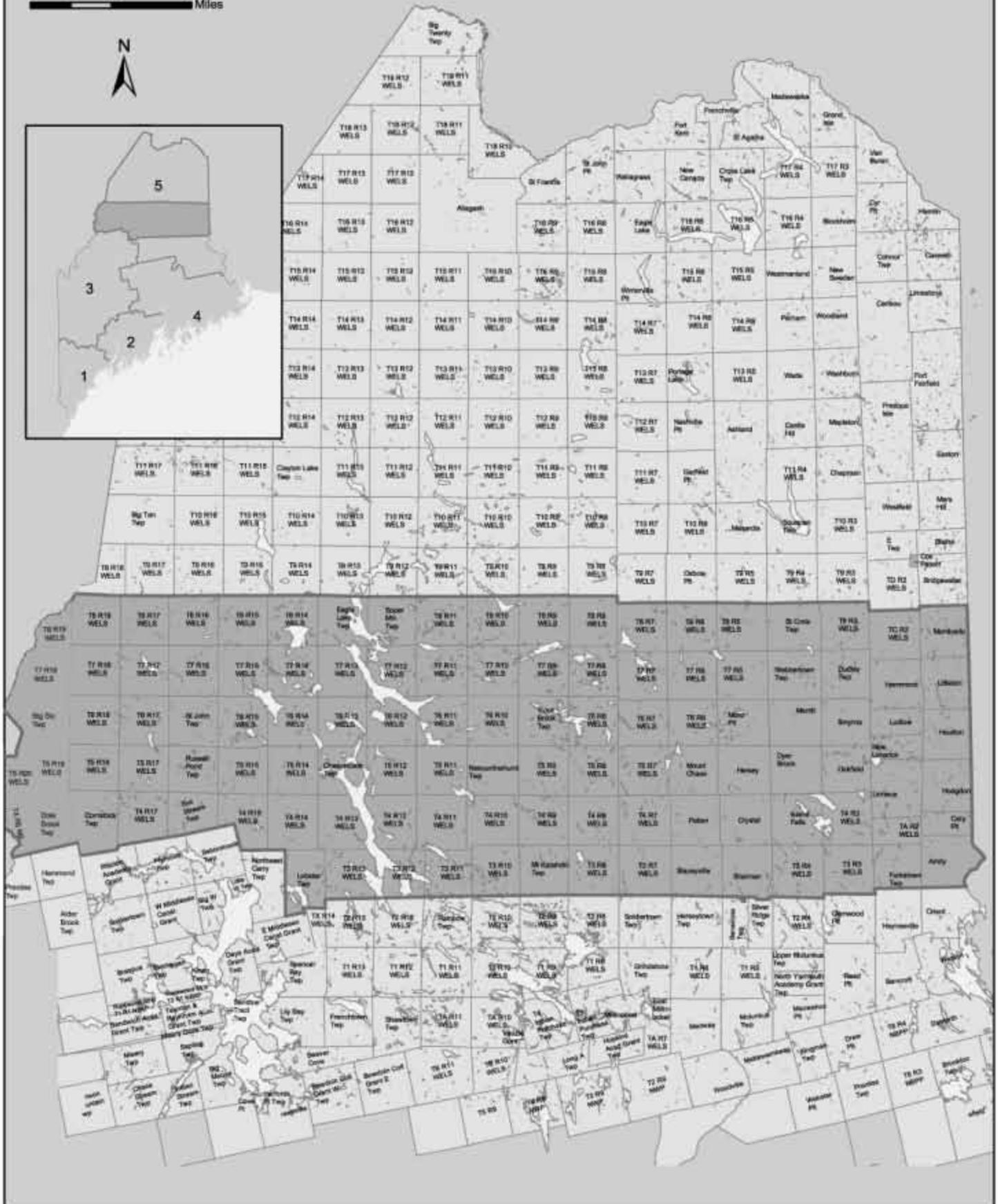
Region 5 Zone 11

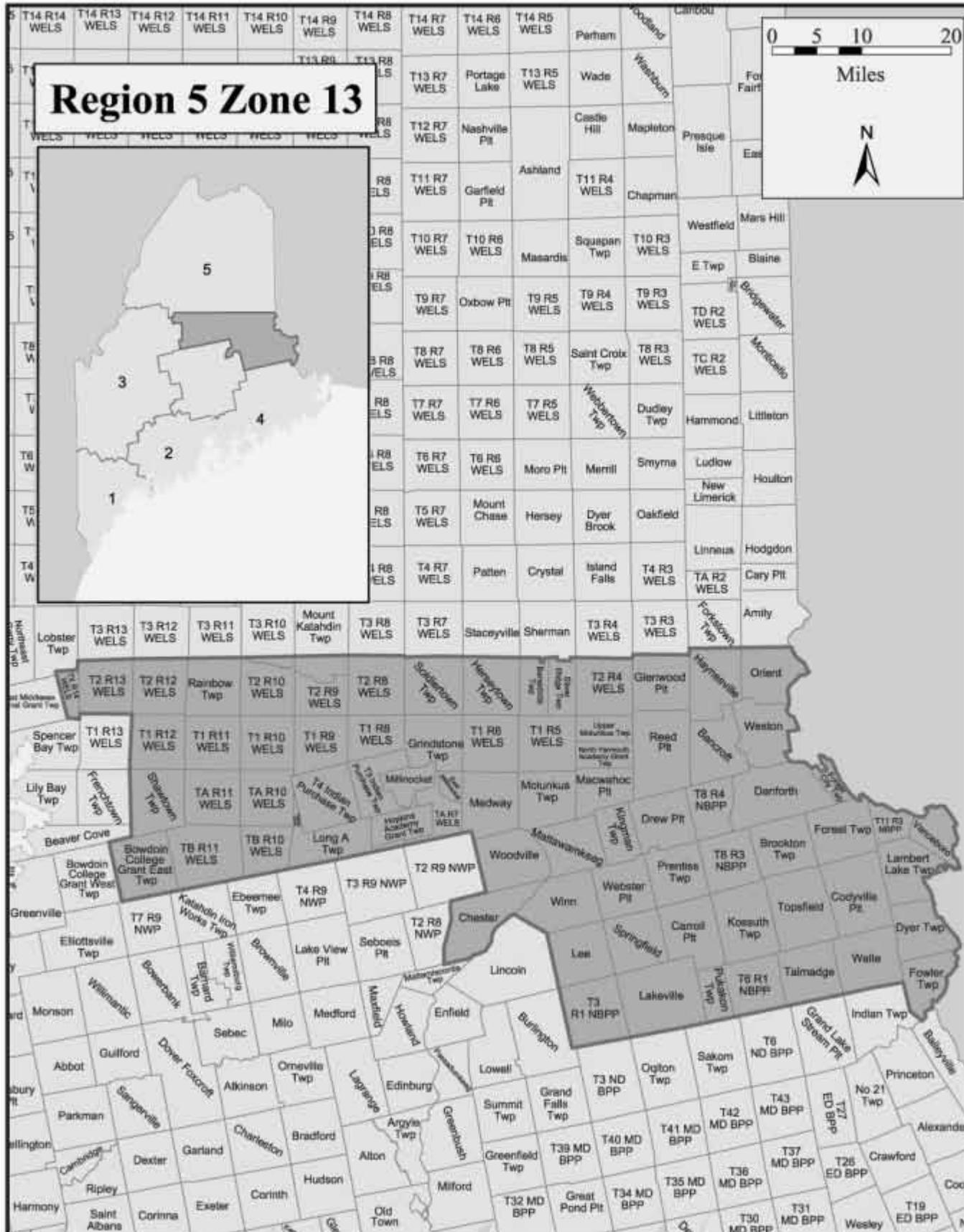
0 5 10 20 Miles



Region 5 Zone 12

0 5 10 20 Miles





SPECIAL PROVISION (PAVING TRAINS SERVICES)

This work shall consist of providing all equipment and personnel to place and compact Hot Mix Asphalt Pavement or Plant Mix Recycled Asphalt Pavement (PM RAP) as directed. The equipment shall be of sufficient size and in good operating condition.

Class I Paving Train One paver with a 10 foot activated heated main screed with activated extensions. The paver shall be equipped with automatic grade and slope controls. The paver shall conform to Standard Specifications 401.09 Pavers. Two-10 ton steel rollers with at least one being vibratory shall be required. One pneumatic-tired roller weighing at least 16 ton shall be required. All rollers shall conform to Standard Specifications 401.10 Rollers.

Class II Paving Train One paver with a minimum 8 foot activated heated main screed with activated extensions. The paver shall be equipped with automatic grade and slope controls. The paver shall conform to Standard Specifications 401.09 Pavers. Two-10 ton steel rollers with at least one being vibratory shall be required. One pneumatic-tired roller weighing at least 10 ton shall be required. All rollers shall conform to Standard Specifications 401.10 Rollers.

Class III Paving Train One paver with a minimum 8 foot activated heated main screed with activated extensions. One-10 ton vibratory steel roller conforming to Standard Specifications 401.10 Rollers shall be required.

Class IV Hand Crew One dual axle gated wheeler capable of hauling 12 tons or greater . One 3-5 ton vibratory steel roller conforming to Standard Specifications 401.10 Rollers shall be required. The minimum crew shall include one raker, two laborers, a working supervisor, a roller operator and a truck driver.

Skidsteer (inc. operator) Front end scoop mounted on crawler or pneumatic tires. Minimum size of 46 hp with a 10ft³ heaped capacity bucket. To be provided upon request of MaineDOT.

Method of Measurement: Paving Train will be measured by the hour to the nearest ¼-hour. Supervision required for the successful performance of hourly work will not be measured for payment but shall be considered incidental to the contract. This does not relieve the contractor of the responsibility of supervising and coordinating the work.

SPECIAL PROVISION
(PAVING TRAINS SERVICES)

Basis of Payment: The accepted quantity of Paving Train Services shall be paid for at the contract unit price per hour. Payment shall include supplying all equipment, operators, hand tools, personnel, water/service truck, fuel, grease, equipment maintenance and all other incidentals necessary to operate the equipment to successfully complete the work.

**SPECIAL PROVISION
PAVEMENT GRINDING
(Butt Joints)**

This work shall consist of providing all the equipment and personnel required to remove existing bituminous asphalt pavement to create a butt joint and/or around structures. Existing pavement shall be removed to a depth of between 1 inch and 3 inches depending on the depth of new pavement to be placed.

The Maine DOT will be responsible for all work area signs, traffic control, and hauling of all pavement grindings.

Method of Measurement: Removal of existing bituminous asphalt pavement by grinding will be measured by the square yard.

Basis of Payment: Removal of existing bituminous asphalt pavement by grinding will be paid for at the contract unit price for the number of square yards removed as directed which will be full compensation for providing all equipment and labor necessary to remove the existing bituminous asphalt pavement and for loading it in to Maine DOT trucks. No separate payment will be made for Mobilization.

<u>Pay Item</u>	<u>Pay Unit</u>
Butt Joints less than 250 SY	Square Yards
Butt Joints greater than or equal to 250 SY	Square Yards

SPECIAL PROVISION (TACK)

The contractor shall provide RS-1 or HMFS-1 emulsified asphalt and a distributor truck that conforms to Standard Specifications 409.05 to apply the emulsified asphalt. The contractor will be paid by the hour for the distributor truck and by the gallon for the emulsified asphalt.

Method of Measurement: The Distributor Truck will be measured by the hour to the nearest ¼-hour when actually working on the project site. Supervision required for the successful performance of hourly work will not be measured for payment but shall be considered incidental to the contract. This does not relieve the contractor of the responsibility of supervising and coordinating the work. Emulsified Asphalt (Tack) will be measured to the nearest gallon.

Basis of Payment: The accepted quantity of Distributor Truck shall be paid for at the contract unit price per hour. Payment shall include supplying all equipment, an operator, fuel, grease, equipment maintenance and all other incidentals necessary to operate the equipment to successfully complete the work.

The accepted quantity of Emulsified Asphalt (Tack) shall be paid for at the contract unit price per gallon. Payment shall include the delivery of Emulsified Asphalt (Tack) to the project site.

<u>Pay Item</u>	<u>Pay Unit</u>
409.15 Tack	Gallon
Distributor Truck	Hour

SPECIAL PROVISION (MOBILIZATION)

The contractor shall be paid for one calendar day of mobilization for each day they provide services to The Maine DOT for Class I, II, and III paving trains where the work requires more than one day to complete and requires the crew to spend the night away from home. This may involve work at multiple sites within the specified area on the same day. All travel time will be paid for with the hourly mobilization Item 659.12. All of the Equipment specified in the Assignment Letter and Contract must be on site within one hour of the scheduled time and accepted in order for mobilization to be paid for that day.

<u>Pay Item</u>	<u>Pay Unit</u>
659.11 Mobilization	Calendar Day

The contractor shall be paid for mobilization by the hour for each day they provide services to The Maine DOT for Class I, II, III and IV paving train or hand crew, skidsteer or curb where the crew is not in overnight status. The contractor will be paid by the hour for the time it takes to travel to and from the work site. The hours will be measured from the company's closest base of operations to the project site. The total amount of hours will rounded off to the nearest ¼ hour. This may involve work at multiple sites within the specified area on the same day. The contractor shall be paid for mobilization by the hour for time they travel to or from the project [site](#). All of the Equipment specified in the Assignment Letter and Contract must be on site within one hour of the scheduled time and accepted in order for mobilization to be paid for that day.

<u>Pay Item</u>	<u>Pay Unit</u>
659.12 Mobilization	Hour

NOTE: The contractor and State shall agree upon the type of Mobilization prior to any work being completed.

SPECIAL PROVISION (Bituminous Curb Installation)

This work shall consist of providing all equipment and personnel to install Bituminous Curb. The equipment shall be in good operating condition.

Preparation of Base Before placing curb, the foundation course shall be thoroughly cleaned of all foreign and objectionable material. String or chalk lines shall be positioned on the prepared base to provide guide lines. The foundation shall be uniformly painted with tack coat at a rate of 0.04 to 0.14 gal/yd².

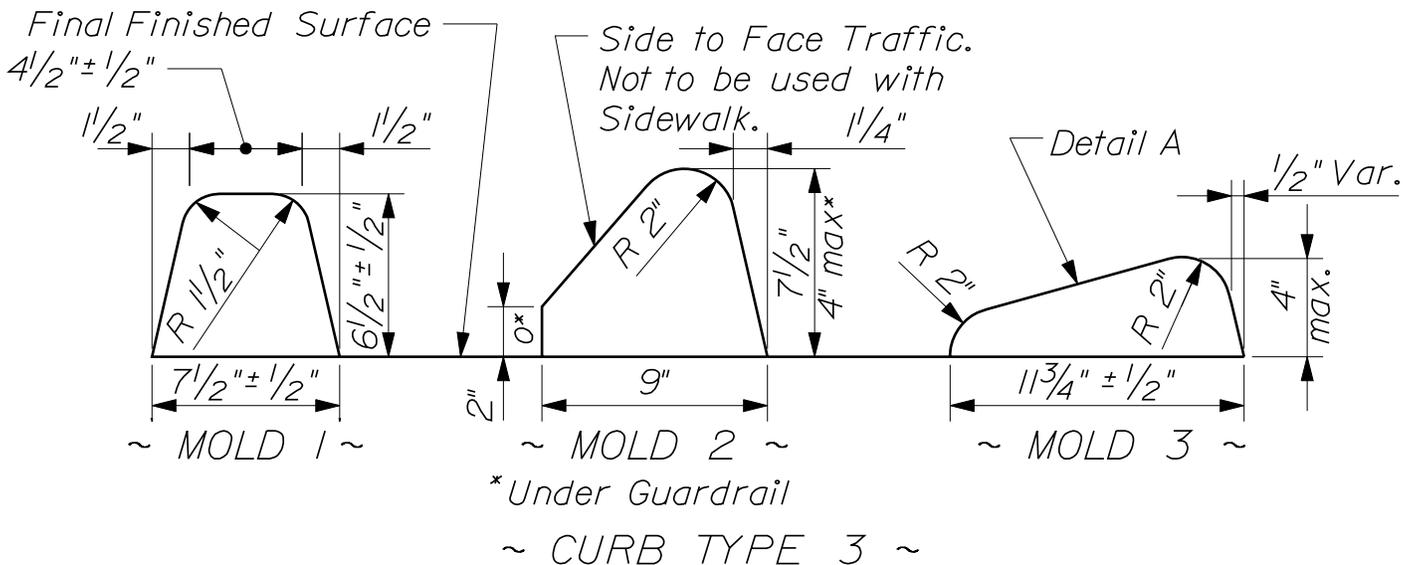
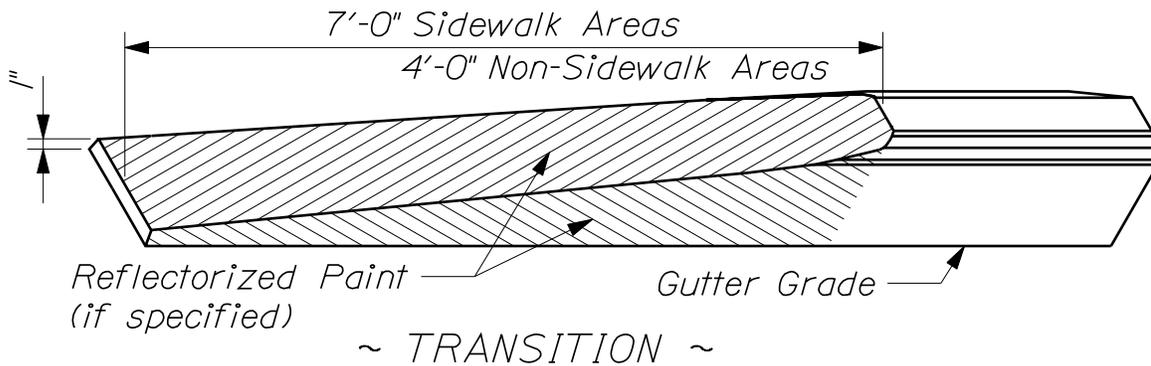
Placing The curb shall be placed by an approved power operated extruding type machine using the shape mold called for, mold 1, mold 2, or mold 3 as shown in Supplemental Standard Detail 609(03). A tight bond shall be obtained between the base and the curb. MaineDOT may permit the placing of curb by other than mechanical curb placing machine when short sections or sections with short radii are required. The resulting curbing shall conform in all respects to the curbing produced by the machine.

Acceptance Curb may be accepted or rejected based on appearance concerning texture, alignment, or both. All damaged curb shall be removed and replaced at the contractor's expense.

Polyester fibers Polyester fibers shall be uniformly incorporated into the dry mix at a rate of 0.25 percent of the total batch weight.

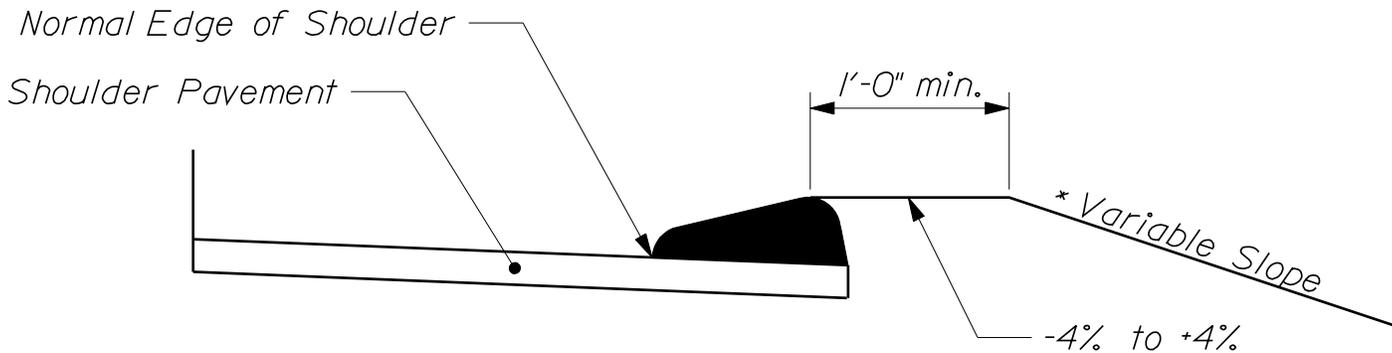
Method of Measurement Bituminous Curb will be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted. Supervision required for the successful performance of the work shall be considered incidental to the contract. This does not relieve the contractor of the responsibility of supervising and coordinating the work.

Basis of Payment The accepted quantity of Bituminous curbing shall be paid for at the contract unit price per linear foot. Payment shall include supplying all bituminous curb mix, equipment, operators, hand tools, personnel, service truck, fuel, grease, equipment maintenance and all other incidentals necessary to operate the equipment to successfully complete the work. There will be no separate payment for tack coat or cutting and shaping terminal ends, but these will be considered included in the work of the curb installation.



Curb Mold 2 or 3 shall be used in all situations except for where the curb forms the edge of the sidewalk. Mold 1 shall be used in conjunction with sidewalks or where there is a potential for sidewalks. Mold 3 shall be used in situations where the design speed exceeds 45 mph.

~ DETAIL A ~



* See Typical Sections for Project

CURB TYPE 3
609(03)

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 101 CONTRACT INTERPRETATION

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

“Responsive, responsible Bidders who meet the requirements and specifications of this proposal as determined by the Department. Each contract will obligate each approved bidder to perform Work pursuant to an Assignment at bid prices. The Department may not execute the Contract with Apparent Successful Bidder(s) if a) the Apparent 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.”

SPECIAL PROVISION SECTION 102 DELIVERY OF BIDS

102.1.1 Basic Requirements Change the first sentence from: “...(A) comply with the Prequalification Procedure adopted by the Department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department...” to “(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department...”.

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Add the following sentence “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 Agreement, Offer, & Award form, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. 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.”

SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may

require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible and qualified to perform the Work."

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 certificates from the Apparent Successful Bidders. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award.

103.5 Award Conditions Delete the section in its entirety and replace with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 in a timely manner. 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.

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Wage Rates)

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

The State wage rates enclosed apply to this project. Federal Wage Rates do not apply to this project.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

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

The Department will provide traffic control. The Department will provide soil erosion and water pollution control.

105.2.1 Contractor's Safety Program. Delete the entire section 105.2.1 Contractor's Safety Program and replace with the following:

“If a copy of the Contractor’s Safety Plan is not on file with the Department, the Contractor must submit an acceptable Contractor’s Safety Plan to the Department’s Bureau of Maintenance & Operations Section prior to Contract award. If copy of the Contractor’s Safety Plan is on file with the Department’s Bureau of Maintenance & Operation’s, the Contractor must confirm, in writing, that the plan on file is still applicable prior to Contract award. The Contractor shall designate which portions such submissions it considers confidential business information. If such program is revised during the Contract Time, the Contractor shall provide the updated program to the Department. The Contractor shall comply with its safety program and this Section 105.2 - Health and Safety. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance

105.3 Traffic Control and Management Delete the entire section 105.3 and replace with the following: “The Department will provide traffic control.”

105.8.1 Temporary Soil Erosion and Water Pollution Control Delete the entire section 105.8.1 and replace with the following: “The Department will provide soil erosion and water pollution control.”

SPECIAL PROVISION SECTION 107 TIME

The Contractor is responsible to respond in a timely manner to requests to provide services.

SPECIAL PROVISION SECTION 108 (Invoices and Payment)

Invoices and Payments The Department will pay based upon prices bid and the invoices provided and approved by the Department. Invoices shall be submitted by the Contractor to the Department for payment. The Contractor shall submit an itemized bill to the Department for services monthly for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates and Location of Service

Payments may be paid once every two weeks if, in the opinion of the Department, the amount of Work performed is sufficient to warrant such payment. The Department may request that the Contractor submit backup documentation. No such payment will be

made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract. The Contractor agrees to waive all claims related to the timing and amount of such payments.

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 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 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.

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. All other causes that the Department reasonably determines negatively affect the State's interest.

SPECIAL PROVISION SECTION 109 CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

SPECIAL PROVISION SECTION 110 INDEMNIFICATION, BONDING AND INSURANCE

110.3 Insurance Delete the sections 110.3.1 through 110.3 and replace with the following:

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,

Department of Business Regulation, 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.

110.3.1 Workers' Compensation For all operations 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.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. 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.

110.3.3 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 \$1,000,000.00 per occurrence.

SPECIAL PROVISION SECTION 112 (Default and Termination)

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

- A. Fails to provide Labor or Equipment specified in the Assignment Letter or Contract,
- B. Fails to perform the Work with sufficient Labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when as authorized in the Assignment Letter,
- D. Performs Defective Work, neglects or refuses to uncover, remove or rebuild Unacceptable Work, or neglects or refuses to uncover Unauthorized or Uninspected Work when directed by the Department;
- E. Discontinues the prosecution of the Work without Departmental approval,

- F. Continues to perform Work after the Department directs that Work be stopped,
- G. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- H. Allows any final judgment to stand against the Contractor unsatisfied for a period of ten Days,
- I. Makes an assignment for the benefit of creditors without authorization by the Department, or
- J. 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 with the Labor and Equipment specified in the Assignment Letter or to meet other contractual requirements will result in the following actions:

1st Incident: If the Contractor does not take corrective action within one hour upon receipt of verbal warning, the Department will issue a written warning and payment for mobilization will not be paid for that day.

2nd Incident: The Department may give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination.

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 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 Work.