

**SERVICE AND CONSTRUCTION  
HIGHWAY ADVISORY RADIO**

**(NO PIN PROJECT)**

**PORTLAND**

**2010**

**Maintenance & Operations**

**STATE PROJECT**

## BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
  - 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 & 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:

Town:

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:

Town:

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:

Town:

Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04333-0016.
5. 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 Specification, Revision of December 2002.

January 30, 2004  
Supercedes February 11, 2003

## 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 Mike Babb at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto: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 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](mailto: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**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Highway Advisory Radio Installation in the city of **PORTLAND**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on June 9, 2010 and at that time and place publicly opened and read. Bids will be accepted from all bidders

Description: Maine State Project, Highway Advisory Radio

Location: In Cumberland County, project is located near the access road that runs parallel to I-295 near Exit 8.

Outline of Work: Furnishing and installing highway advisory radio and other incidental work.

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](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. 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.

**There will be no Bid Bond, Performance or Payment Bond required.**

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.

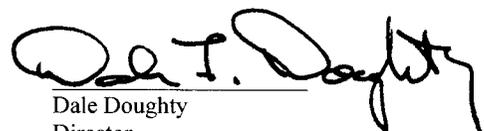
Each Bid must be made upon blank forms provided by the Department.

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](http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php)

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

Augusta, Maine  
May 26, 2010



Dale Doughty  
Director  
Maintenance & Operations

**SPECIAL PROVISION 102.7.3  
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/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)

**CONTRACT, OFFER & AWARD**  
**for State Funded Construction**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (“Contractor”) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

Appendix A – Special Provision - Specifications of Work to be Performed

Appendix B – Special Provisions for State Funded Construction

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “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, **Highway Advisory Radio**, in **Portland**, Maine (hereinafter “Work”). The Work includes construction, maintenance during construction, warranty 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 construction quality control 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 complete all Work, except warranty work, on or before **July 30, 2010.**

**C. Price.**

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

\_\_\_\_\_.  
(\$ \_\_\_\_\_).

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices and Contract. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Bid, the Bid Documents and the Contract are still complete and accurate as of the date of this Bid.
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 has carefully examined the site of work, Bid Documents, Special Provisions and the other Contract Documents for the Project located in **Portland**, Maine described above in Part A as **Highway Advisory Radio** and is familiar with the Work

necessary to perform the Contract for which this bid is being submitted. \_\_\_\_\_, the Bidder, does 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 at the unit prices bid in the attached ‘Schedule of Items, Appendix A’.

First: Bidder agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the contract documents or upon a Force Account basis as provided in the State of Maine Department of Transportation, Standard Specifications, Revision of December 2002, Section 109 and as addressed in the contract documents.

Second: Bidder understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract. Bidder further agrees to provide insurance as required by this Contract if this offer is accepted by MaineDOT in writing.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that the Bidder has not, either directly or indirectly, entered into any Contract, 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 executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
(Date)  
Representative

\_\_\_\_\_  
(Signature of Legally Authorized  
of the Contractor)

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature )

\_\_\_\_\_  
(Name and Title Printed)

**CONTRACT, OFFER & AWARD**  
**for State Funded Construction**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (“Contractor”) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

Appendix A – Special Provision - Specifications of Work to be Performed

Appendix B – Special Provisions for State Funded Construction

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “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, **Highway Advisory Radio**, in **Portland**, Maine (hereinafter “Work”). The Work includes construction, maintenance during construction, warranty 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 construction quality control 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 complete all Work, except warranty work, on or before **July 30, 2010.**

**C. Price.**

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

\_\_\_\_\_.  
(\$ \_\_\_\_\_).

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices and Contract. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Bid, the Bid Documents and the Contract are still complete and accurate as of the date of this Bid.
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 has carefully examined the site of work, Bid Documents, Special Provisions and the other Contract Documents for the Project located in **Portland**, Maine described above in Part A as **Highway Advisory Radio** and is familiar with the Work

necessary to perform the Contract for which this bid is being submitted. \_\_\_\_\_, the Bidder, does 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 at the unit prices bid in the attached ‘Schedule of Items, Appendix A’.

First: Bidder agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the contract documents or upon a Force Account basis as provided in the State of Maine Department of Transportation, Standard Specifications, Revision of December 2002, Section 109 and as addressed in the contract documents.

Second: Bidder understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract. Bidder further agrees to provide insurance as required by this Contract if this offer is accepted by MaineDOT in writing.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that the Bidder has not, either directly or indirectly, entered into any Contract, 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 executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
(Date)  
Representative

\_\_\_\_\_  
(Signature of Legally Authorized  
of the Contractor)

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature )

\_\_\_\_\_  
(Name and Title Printed)

**CONTRACT, OFFER & AWARD**  
**for State Funded Construction**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (**Name of the firm bidding the job**) (“Contractor”) a corporation or other legal entity organized under the laws of the State of (State), with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

Appendix A – Special Provision - Specifications of Work to be Performed

Appendix B – Special Provisions for State Funded Construction

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “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, PIN **13027.10 Highway Advisory Radio**, in **Portland**, Maine (hereinafter “Work”). The Work includes construction, maintenance during construction, warranty 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 construction quality control 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.



the Work necessary to perform the Contract for which this bid is being submitted. \_\_\_\_\_, the Bidder, does 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 at the unit prices bid in the attached ‘Schedule of Items, Appendix A’.

First: Bidder agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the contract documents or upon a Force Account basis as provided in the State of Maine Department of Transportation, Standard Specifications, Revision of December 2002, Section 109 and as addressed in the contract documents.

Second: Bidder understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract. Bidder further agrees to provide insurance as required by this Contract if this offer is accepted by Maine DOT in writing.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that the Bidder has not, either directly or indirectly, entered into any Contract, 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 executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**(Print Date Here)**

\_\_\_\_\_  
(Date)  
Representative

CONTRACTOR

**(Sign Here)**

\_\_\_\_\_  
(Signature of Legally Authorized  
of the Contractor)

**(Print Name & Title Here)**

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature )

\_\_\_\_\_  
(Name and Title Printed)

SAMPLE

APPENDIX A  
SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor \_\_\_\_\_

**SCHEDULE OF ITEMS**

Item Description	Approx. Quantity and Units	Total Bid Amount
633.01 HAR Transmitter Assembly at I-295 NB Mile Marker 8	1 Lump Sum	\$

Contract Administrator The contract administrator for this contract will be:

Name: Clifton Curtis  
Title: ITS Program Manager  
Address: Maine Department of Transportation  
State House Station #16  
Augusta, ME 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.

APPENDIX A  
SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

SECTION 633

HIGHWAY ADVISORY RADIO TRANSMITTER ASSEMBLY

633.01 Description

This work shall consist of furnishing all labor, material, and equipment necessary to install a fully operational highway advisory radio (HAR) transmitter assemblies at the location shown on the Plans unless otherwise noted. **Antenna support pole, electrical and telephone service connections, and cabinet foundations will be provided by others.**

HAR transmitter assemblies consist of a transmitter, an antenna, a digital recorder/player, a grounding system, equipment cabinet, antenna and ground wiring, surge protection, and a battery backup system. HAR transmitter installations also include frequency coordination, field strength mapping, FCC licensing, software modifications, and documentation.

MATERIALS

633.02 General

Equipment Requirements

All equipment shall be new and shall meet applicable Federal Communications Commission (FCC) rules and regulations, including §90.242 for Travelers' Information Stations and Part 68 for telephone equipment.

Equipment in the field, including liquid crystal displays, shall meet the temperature and humidity requirements of NEMA Standard TS-1 (-34°C to +74°C). Liquid crystal displays shall be undamaged by temperatures as high as 74°C, and shall produce a usable display at temperatures up to 50°C. Equipment shall also function normally in humidity ranging from 0-95 percent (non-condensing).

If the supplied equipment does not meet these temperature requirements, the Contractor shall install a thermostat-controlled heater in all cabinets housing such equipment.

Inside cabinets, telephone lines shall be equipped with surge protectors that shall meet or exceed the following minimum characteristics:

- The clamping voltage shall be 200 volts between the conductors.
- The response time shall be five (5) nanoseconds or less.
- Bipolar silicon avalanche diode technology shall be used in a single stage device.
- The module shall dissipate a minimum of 5 Joules.

Inside all cabinets with electrical service, 120 VAC power lines shall be protected by a filtering, two-stage surge protector that meets the following requirements:

- The protector shall be installed on the load side of the cabinet main circuit breaker that is fed from the transformer mounted outside the cabinet.
- The two stages shall be electrically separate, so that the first stage protects all equipment using the power, while both the first and second stages protect electronic equipment.
- There shall be no maximum load for the first stage.
- The second stage shall be capable of protecting equipment drawing a total of 10 amps.
- The protector shall clamp both the main line and the main neutral at 250 volts, both relative to each other and relative to the cabinet ground.

The surge protector shall meet or exceed the following minimum characteristics:

- The protector shall accommodate a continuous service current to electronic equipment of up to 10 amps at 120 VAC and 60 Hz, and shall have no limit on the continuous current drawn by devices that are protected only by the first stage.
- The protector shall suppress surges of up to 20,000 amps.

All conduits shall enter cabinets through the bottom unless otherwise indicated or approved.

### Documentation

All documentation, except as specifically approved by the Engineer, shall be no smaller than 8.5" x 11" and no larger than 24" x 36". All 8.5" x 11" documentation, except standard bound manuals, shall be bound in logical groupings in 3-ring loose-leaf binders or plastic slide-ring, loose-leaf binders. Such binders may also include 11" x 17" documentation, if "Z-folded". Each bound grouping of documentation shall be permanently and appropriately labeled.

Prior to the purchase or fabrication of any equipment or material for use on this project, the Contractor shall submit catalog cut sheets and specifications for all standard,

off-the-shelf items, and shop drawings for all non-catalog or custom items for review by the Engineer. A cabinet equipment configuration drawing shall be prepared by the Contractor for approval by the Engineer showing the locations of the equipment and cables within the cabinets. The installation of the equipment in the cabinets shall be in accordance with the approved drawing. The Contractor shall provide five (5) copies of submittals, and five (5) copies of shop drawings. Two sets of each will be returned to the Contractor with appropriate notations within seven calendar days.

The purpose of the submittal data is to show specifically and in detail how the Contractor intends to satisfy the requirements of these Special Provisions and the Plans. If preprinted literature is utilized to satisfy some or all of these requirements, there shall be no statements on the literature which conflict with these Special Provisions or Plans. Any such statements shall be crossed off and initialed by the Contractor and an appropriate statement shall be attached clearly indicating how the requirements of these Special Provisions and Plans will be fulfilled. The Contractor shall clearly label each item of submittal data with the bid item number or other description of the item(s) to which it applies.

Each submittal shall contain sufficient information and details to permit the Engineer to fully evaluate the particular component. Submittals which are, in the judgment of the Engineer, insufficient to permit proper evaluation will not be reviewed. Following review of the submittal data, the Engineer will return to the Contractor two copies of the submittal marked "No Exceptions Taken", "Make Corrections Noted", "Amend and Resubmit", or "Rejected". The Engineer will also mark each item that must be resubmitted. The Contractor may proceed with any items marked "No Exceptions Taken" or "Make Corrections Noted". The Contractor shall not proceed with any items that are marked "Rejected" or "Amend and Resubmit" but shall proceed immediately to correct said items and resubmit them for review. No time extensions will be granted to the Contractor as a result of the need to resubmit items for review.

As-Built documentation of the work, as indicated below, shall be provided by the Contractor and approved by the Engineer prior to acceptance of the work. In each cabinet, the Contractor shall provide a weatherproof holder containing schematic diagrams and wiring diagrams for the equipment in the cabinet. Component and wiring diagrams shall be provided for all custom manufactured equipment as well as a complete parts listing indicating the manufacturer and model of all electronic components. Also, one operations manual shall be supplied for each HAR station.

### 633.03 Transmitter

The transmitter shall be an FCC-approved Class D HAR transmitter meeting the following requirements:

- Frequency adjustable between 530 and 1700kHz. Initial operating frequency to be determined by Contractor during site testing as described in Section 633.12.
- Matched to antenna and grounding system through mechanical tuning.
- Built-in 1500 volt surge suppression.
- Adjustable RF output power up to 10 watts nominal using a 12-volt power supply.
- Frequency Tolerance: 100 Hz or better.
- Efficiency: 70 percent minimum.
- Harmonic Attenuation: Greater than 65 dB.
- Operating VSWR: 1.5 or less.
- Audio Distortion: less than 2 percent with 100 percent modulation of a 1 kHz sine wave.
- Noise Level: At least 55 dB below 100 percent modulation level.
- Automatic modulation limiter on modulation peaks above 80 percent including a maximum limit of 100 percent modulation; 12 dB overload range.
- Built-in FCC compliance audio filter (-3dB at 3kHz, 18 dB/octave rolloff).
- Audio Inputs: Line input adjustable from +12 to -20dBm; telephone input adjustable from 0 to -20dBm; selector switch.
- Integrated LED indicators on the front panel of the transmitter including at least:
  - Power on/off
  - Transmit on/off
  - Output power in watts
  - Modulation level

### 633.04 Antenna

The antenna shall meet the following requirements:

- Tuned to the same frequency as the transmitter through mechanical tuning.
- Center-loaded monopole design.
- Constructed of anodized aluminum with an adjustable stainless steel tuning tip.

- Self-supporting and capable of withstanding winds of up to 90 miles per hour.
- Buffered from the transmitter through lightning protection circuitry.
- Mounting hardware and cables for mounting on a 25 foot (exposed) wooden support pole.

#### 633.05 Digital Recorder/Player

The digital recorder/player shall meet the following requirements:

- Compatible with, and able to be controlled by, existing central control software (Highway Information Systems DR2000).
- FCC type accepted under Part 68 for dial-up operations.
- Local and remote control of all functions.
- Allow recording, monitoring and scheduling of new messages without taking currently playing messages off the air (a standby unit to play messages while updates are being made is not acceptable).
- Support a minimum of 500 distinct, variable length messages, 20 playlists (each with up to 100 messages), and master schedule with up to 100 events.
- Programmable by day, date and time.
- Security code access.
- Memory to support at least 40 minutes of messaging at 5 kHz audio bandwidth.
- Built-in voice prompts. It shall not be necessary to wait for a voice prompt to finish playing before a menu selection is made. Pressing a key combination, while the menu is playing shall engage the selected function and silence the menu. The recorder/player shall normally be controlled by the existing central software, but shall also have the capability to be controlled by an operator over a standard dial-up telephone line.
- Supplied with handset for local control.
- Switch selectable inputs for telephone, local handset, line, and microphone; automatic reset to telephone after period of inactivity from other inputs.
- Interface for weather receiver (described in Section 633.07).
- Audio Quality - 5 kHz bandwidth, less than 1% distortion, greater than 80 dB dynamic range.
- Manual and automatic level control.
- Audio Outputs - Transmitter, telephone, headphones, line, local.
- Programming Controls - Local: handset; Remote: touch-tone keypad.

- Communication interface(s) for remote monitoring, control, and audio recording suitable for use with dial-up telephone circuits. The interface shall allow an operator to load new messages, monitor messages on the air, delete messages, turn the system on and off, schedule messages to play at a specific time, and select messages from the recorder/player's library. All of these functions shall be available using the existing central software, or by an operator over a standard dial-up telephone line.

#### 633.06 Ground System

The Contractor shall install a vertical ground system consisting of six (6) 2 inch diameter x 10 foot long copper pipes buried approximately five (5) feet from the base of the antenna mounting pole (supplied by others). The Contractor shall auger three 8 inch diameter holes evenly spaced five feet from the base of the HAR transmitter pole, and shall install two pipes in each hole. The top of the pipes shall be at least 12 inches below grade and weep holes shall be drilled in each pipe. The bottom of the pipes shall be sealed with a copper cap soldered to the end of the pipe. The Contractor shall fill the pipes with a slurry of copper sulfate, water, salt, and sand to increase conductivity with the surrounding soil.

Three #8 AWG solid, bare copper ground leads shall be installed between the equipment cabinet and each pair of copper pipes. The leads shall be wrapped around the tops of each pipe pair at least five times, and then soldered in place. The other end of the leads shall be terminated on grounding lugs inside the equipment cabinet. Similar leads shall connect each pair of pipes directly to two other pairs.

#### 633.07 Weather Receiver

The Contractor shall furnish and install a weather receiver designed to provide weather information from the nearest National Weather Service source to the recorder/player. The receiver shall be continuously operational, and its output shall have the capability to be integrated into the schedules of the recorder/player. The receiver shall come equipped with a built-in speaker and a headphone jack for on-site monitoring. The receiver shall also come equipped with a stainless steel vertical whip-type antenna that is connected to the receiver and mounted to the HAR antenna pole. The antenna's cable shall enter the cabinet through the same conduit as the cable for the HAR antenna.

#### 633.08 Equipment Cabinets

The Contractor shall furnish and install a base mounted equipment cabinet that meets the requirements for Model 334 cabinets in the latest edition of Traffic Signal Control Equipment Specifications published by Caltrans. The manufacturer of the cabinet shall be on the latest edition of the Caltrans Qualified Products List (QPL), of which the Contractor shall provide evidence in his submittal. This cabinet shall house the

transmitter, power system (including batteries), weather radio, and digital recorder/player. Foundation for the cabinet will be supplied by others.

The cabinet shall include Housing 1A or 1B, Mounting Cage 1, and Service Panel #1, all described in the Caltran's Specifications. Other components described in Chapter 6, Section 4 are not required, nor are police panels. The following components are required for all equipment cabinets:

- 4-digit combination padlocks constructed of brass or stainless steel shall be provided for each door on the cabinet. Two spare padlocks shall also be provided.
- 19 inch equipment rack.
- Inlet air filter with thermostat-controlled fan.
- Terminal blocks for all conductors entering the cabinet. The blocks shall be the barrier type with a sealed back. They shall be rated for 20 amps and 600 VAC. Each terminal shall be clearly and permanently labeled on a contiguous surface using silk screening or other approved method.

The equipment and terminal blocks shall be so arranged within the cabinet that they do not interfere with the entrance, tracing and connection of conductors or communication cables. All conductors and communication cables shall be neatly arranged in the cabinet and bundled in groups with cable ties.

- Circuit breaker panel for incoming power, equipped with enough breakers to supply all the equipment powered from the cabinet. No breaker shall be smaller than 15 amps. There shall be at least three branch circuits: one for the HAR components; another for the cabinet fan(s) and lights; and a third for the convenience outlet.

The circuit breaker panel shall be mounted so that the switches for the breakers face the front door of the cabinet, and these switches shall be accessible without having to reach around any other equipment in the cabinet.

The circuit breaker panels shall be single phase, 3 wire, and each shall be equipped with a solid neutral, and a main circuit breaker.

The neutral bars and main busses shall be equipped with solderless lugs suitable for copper conductors, and of such rating and size as to accommodate the required ampacities and conductors. The circuit breaker panels shall be mounted in NEMA type enclosures as required by the NEC and/or local code.

The main and branch circuit breakers for circuit breaker panels shall be molded case units with quick-make, quick-break mechanism, and with a minimum interrupting capacity of 10,000A (RMS Symmetrical).

- One Duplex ground fault convenience outlet rated at 15 amps.
- Removable, clear Plexiglas shield over all exposed terminal blocks carrying 60 volts or more.

- Cold Weather Fluorescent lamps shall be mounted in the cabinet above the front and back doors. They shall be controlled by door switches such that when either door is open, both lights are on.

All cabinets shall be painted inside and out in the manufacturer's shop with one of the following paint systems:

- Type-1 Paint System: Paint shall be AwlGrip system for marine applications, as manufactured by U.S. Paint, Division of Grow Group, Inc., and shall utilize the following components:

Surface Preparation: Alumaprep 33 and Alodine 1201.

Primer: Base S9001, Converter S3001 and Reducer T0006.

Second & Third Coats: Base Color "Forest Green", Federal Standard 595, Color No. 14066, Converter G3010 and Reducer T0003.

- Type-2 Paint System: Paint shall be Corvel polyester coating system for outdoor use, as manufactured by Polymer Corp., Reading, PA, and shall utilize the following components and process:

Surface Preparation: Three stage iron phosphate process utilizing phosphoric acid for cleaning and etching with a clear water rinse to neutralize chemicals. Radiant oven drying prior to painting.

Finish Coat: Corvel PCA-1575-FC2 polyester powder coating applied by electrostatic spray process. High gloss finish with nominal 2.0 mil-thick coating and radiant oven curing cycle. Finish color shall be similar to the color specified for Type-1 paint system.

Paints and painting work for the cabinet shall include the cleaning and preparation of metal work surfaces, the furnishing of all paints and other required materials, and the painting of all interior and exterior sheet metalwork surfaces in accordance with paint manufacturer's recommendations and the additional requirements set forth herein.

The Contractor shall submit to the Engineer for review and approval a sample cabinet section complete with finished paint application, a minimum of ten (10) calendar days prior to the shop inspection. The sample shall be representative of the approved paint system as to application methods, color, texture and film thickness.

No coat of paint shall be applied until the preceding coat has dried hard and the surface is thoroughly cleaned of any dirt or other foreign material that may have accumulated since the last cleaning and painting. Dust brushes and, if necessary, wire brushes shall be used as painting proceeds to clean off any accumulated dust of otherwise

objectionable material. Where areas of the paint coats previously applied have been damaged, such areas shall be restored by cleaning down to bare metal and spot-painting with the required types and numbers of coats.

Damage to any coat or coats of paint during shipping shall be repaired by the Contractor at his own expense. All painting in the field shall be done with spraying, as required. Paint shall be evenly spread and thoroughly rubbed out over the entire damaged surface with the minimum practicable amount of resulting paint film and shall be uniform in thickness, tint and consistency over the entire repaired surface and shall be free from pin holes or excessive over-spray.

#### 633.09 Battery Backup System

The Contractor shall provide a battery backup system that is capable of providing normal full power operation of the HAR system for a minimum of 72-hours without normal 120 volt power. The Contractor shall measure the current draw of each component of the system, including the transmitter, digital recorder/player, weather receiver, and any other electrical loads present during operation, and provide them to the Engineer for verification of proper sizing of the battery system.

The batteries for the backup system shall be maintenance free, deep cycle, lead-acid industrial batteries capable of total discharge and recharge without damage to the batteries. Submit the proposed number and type of batteries to the Engineer for approval.

The battery charging system shall trickle charge the batteries from the normal 120 volt power. The system shall not overcharge the batteries and shall include a load controller and a charge regulator in addition to automatic battery temperature compensation. The Contractor shall provide voltmeters and ammeters to indicate the current state and rate of charge of the batteries.

The system shall be designed so that all components operate when AC power is present, even if the batteries fail or have been removed.

### CONSTRUCTION METHODS

#### 633.10 Installation

The Contractor shall mount the antenna to the support pole (a wooden pole with 25 feet exposed to be installed by others) to provide a maximum height of 49'-2" permitted by the FCC. The Contractor shall adjust the height of the antenna below 49'-2" as required to produce optimum transmission characteristics, in compliance with FCC regulations. Only stainless steel mounting hardware shall be used to mount the antenna.

The Contractor shall provide all services required to obtain an FCC license (in the name of the Maine Department of Transportation) for the highway advisory radio system in accordance with FCC Rules & Regulations Part/Section 90.242.

#### 633.11 Testing

Before any equipment is installed, the Contractor shall perform frequency testing at the locations indicated on the Plans at 1610AM to confirm that this desired frequency is free from interference. Two tests shall be performed, one between the hours of 8:00 a.m. and 5:00 p.m., and the other between 8:00 p.m. and midnight. The Contractor shall also confirm that 10 watt operation at each site on this frequency will not affect, or be affected by, other broadcasters. If a clear signal cannot be received from at least five miles from the transmitter in both directions on I-295, the Contractor shall suggest an alternate site for transmitter, and shall perform frequency testing for the new site at no additional cost to the project. The Contractor shall not deliver the transmitter equipment until the Engineer has reviewed the test results and confirmed a transmission frequency and final location for each transmitter. Frequency testing and approval of proposed sites shall be completed by Contractor no later than July 30, 2010.

Support poles, power and communications (provided by others) shall be assumed to be in place by June 18, 2010.

Acceptance testing shall be conducted in the presence of the Engineer, or his designated representative. Testing shall only take place on weekdays that are official working days for the Maine Turnpike Authority. The proposed dates and times shall be approved by the Engineer.

The Contractor shall submit a detailed test procedure to the Engineer for review and approval. As a minimum, the test procedures shall demonstrate the equipment's ability to perform all its specified functions. The Engineer review period will not exceed seven days from receipt of the test procedures. The right is reserved to require the Contractor to rewrite proposed test procedures at no additional cost to the project to correct deficiencies noted in submittals. The Engineer review period for rewritten test procedures will not exceed seven days. Acceptance testing shall commence no fewer than four days following the Engineer's written approval of the Contractor's test procedures.

Acceptance tests shall be deemed successful only if they show that the equipment under test is in complete compliance with the requirements of these Special Provisions and the Plans. Test results shall be recorded by the Contractor and submitted to the Engineer immediately following conclusion of each test. At the direction of the Engineer, the Contractor shall repeat the acceptance tests, in part or in whole, as needed to correct obvious errors, retest repaired and/or replaced equipment, and to resolve

questionable results of previous tests. Such re-testing shall be performed at no additional cost to the project.

Requirements of the 30-day burn-in period are described below.

- The burn-in shall consist of the operation of the equipment in full accordance with the operational requirements of the Plans and these Special Provisions. When equipment under test fails, the Contractor shall notify the Engineer and correct the problem at his own expense.
- The burn-in period may commence as soon as the equipment passes its acceptance test, or at a later date proposed by the Contractor and approved by the Engineer. In either event, the 30-day burn-in period will terminate 30 consecutive days thereafter, unless an equipment malfunction occurs. The burn-in period will be stopped for the length of time that the equipment is defective. When the equipment is replaced or repaired, and functions properly, the burn-in period will resume for an additional 30-day period.
- When a specific piece of equipment has malfunctioned more than two times during the 30-day burn-in period, the Contractor shall replace that equipment with a new unit. Records of equipment malfunctions shall be maintained by the Engineer.

#### 633.12 Warranty and Service

The Contractor shall provide a two (2) year on-site warranty for the HAR transmitter assemblies. This warranty shall include all parts, labor and expenses.

#### 632.13 Compatibility and Software Modifications

All components of the HAR transmitter assembly must be fully compatible with, and able to be controlled by and synchronized with existing HAR stations operated and controlled by the existing central control software managed by the Maine Turnpike Authority. Although equipment need not be supplied from the same manufacturer as the software, the Contractor shall be required to make any software modifications necessary to ensure the complete functionality of the entire HAR system. These modifications shall, at a minimum, include the addition of new telephone numbers to the software's database, and the modification of the graphical user interface (GUI) to include the new transmitter location. GUI modification shall consist of adding icons to the existing Maine Turnpike Authority map representing new equipment installed by the Contractor. It is the intent of Maine Department of Transportation to install the HAR station and let Maine Turnpike Authority operate it as an extension of their current HAR system.

#### 633.14 Method of Measurement

The HAR Transmitter Assembly will be measured per lump sum for each location, and shall include a transmitter, antenna, digital recorder/player, ground system, weather receiver, equipment cabinet, battery backup system, frequency coordination, field strength mapping, FCC licensing, central software modifications, testing and documentation. The assembly shall also include all incidental mounting hardware, conduit, junction boxes, cabling, connectors, and ground rods necessary to complete the installation.

633.15 Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
633.01 HAR Transmitter Assembly at I-295 Mile Marker 8	Lump Sum

Utilities The Contractor must exercise every reasonable precaution to prevent damage to Utility Facilities or interruption to utility services known to or discovered by the Contractor, whether or not shown on the Plans. Such precautions must include notice to Utility Companies before undertaking Work that could damage Utility Facilities. The Contractor must take all reasonable precautions to determine the presence of underground Utility Facilities before commencing any excavation Work and must provide all affected Utility Companies with at least 72-hour prior notice of the proposed excavation. The Contractor must comply with 23 M.R.S.A. § 3360-A, entitled "Protection of Underground Facilities," Maine's "Dig Safe" statute. The Contractor must maintain initial markings (spray paint, stakes, etc.) made by the authorized representative of a Utility Company to indicate the location of underground Utility Facilities and otherwise comply with 23 M.R.S.A. § 3360-A(4). If utility services are interrupted as a result of the Contractor's Work, the Contractor must Promptly notify the appropriate Utility Company and must cooperate fully in the restoration of service. If service is interrupted, repair Work will be continuous until the service is restored. No Work can be undertaken around fire hydrants until the local fire authority has approved provisions for continued services.

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

101.2 Definitions Add the following definition ” Contract Agreement, Offer and Award  
Unless the Contract clearly indicates otherwise, whenever the contract documents refer to  
the Contract Agreement, Offer and Award the reference applies to the Contract  
Agreement, Offer and Award or the Contract, Offer and Award.

**SPECIAL PROVISION SECTION 102**  
**BIDDING**

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**

A Bid Guaranty is not required.

Performance and Payment Bonds are not required.

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.”

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the section in its entirety and replace  
with the following:

“The properly completed and signed Contract, Offer, & Award form provided with the  
Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and  
any other pre-award items required, the Department will sign the Contract, Offer, &  
Award form and execute the Contract. The point of Contract execution is when the  
Department signs the contract.



HAR location near the access road that runs parallel to I-295

EXIT 8



SPECIAL PROVISIONS  
FOR STATE FUNDED CONSTRUCTION

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

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

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

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

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

5. **CHANGES IN THE WORK** The Department may order changes in the work, the Contract Amount being adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the

parties to agree on an adjustment or adjustments. Any changes to the Contract that affect compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals needed to perform the Work in Conformance with the Contractor's Schedule of Work and within the Contract Time.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person.

The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontractor. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

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

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

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

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and

selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

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

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

shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

13. **TERMINATION** The performance of work under the Contract may be terminated by MaineDOT in whole or in part whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Contract is terminated and the date on which such termination becomes effective. The Contract shall be equitably adjusted to compensate for such termination and modified in writing to reflect adjustments.

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

15. **GOVERNING LAW** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine

administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

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

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

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

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

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

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

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

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

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

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

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

- Contract, Offer and Award
- Bid Amendments (most recent to least recent)
- Appendix A – Special Provision Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Construction
- Any remaining appendices in alphabetical order.
- Any remaining Special Provisions
- The Department's Notice to Contractors and any amendments
- Supplemental Specifications

Standard Specifications, Revision of December 2002 as updated through advertisement, Sections 101, 102, 103 and 111.

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

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

23. **ALLOWABLE WORK TIMES** Work can be performed at any time except Saturdays, Sundays and Holidays, unless expressly specified otherwise in this Contract, including any applicable Permit conditions. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday. Saturday, Sunday or Holiday work must be approved by the Department. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

24. **SET-OFF RIGHTS** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT's right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. **WORKERS AND EQUIPMENT** The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals needed to perform the Work in Conformance within the Contract Time.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Resident, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Resident. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Resident may suspend the Work by written notice until such orders are complied with.

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

## 26. **HEALTH AND SAFETY**

**Contractor's Safety Program** The Contractor shall comply with all applicable federal, State, and local laws including all applicable laws and regulations of governing safety, health, and sanitation. If a copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit, prior to Contract award, a project specific Safety Plan to the Department. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA

**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.

## 27. **ENVIRONMENTAL REQUIREMENTS**

**Temporary Soil Erosion and Water Pollution Control** The Contractor shall provide continuous and effective soil erosion and water pollution.

**Hazardous Materials** If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen

on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

Waste Materials All waste materials shall be disposed of in accordance with all federal, State, and local laws.

Environmental Non-compliance - Remedies and Costs The Contractor shall be in non-compliance if it, or Subcontractors at any tier, fail to comply with the terms of this Contract or any applicable environmental or land use law or regulation including Project specific permit conditions.

If the Contractor is in non-compliance, the Department may, at its discretion:

A. Withhold all Progress Payments, or any portion thereof, during the period the Contractor is in non-compliance;

B. Remedy such non-compliance using State forces or another Contractor and deduct all costs incurred by the Department from Progress Payments. Such costs include direct costs, Project Engineering costs, and Contractor costs from amounts otherwise due the Contractor, and/or

C. Suspend the Work for cause and without cost or liability to the Department. Said suspension shall continue until the Contractor has addressed all non-compliance issues as directed by the Department.

The Contractor shall be responsible for any fines and penalties assessed by environmental or land use regulatory agencies due to such non-compliance. Such penalties may be withheld from amounts otherwise due the Contractor.

28. **QUALITY AND STANDARDS** Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. Materials shall meet the requirements of the contract at the time they are incorporated into the work. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor

shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

29. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the project will be free from warranty defects for one year from the date of Final Acceptance. Final Acceptance includes receipt of all conforming closeout documentation. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to promptly perform all remedial work at no additional cost or liability to the Department.

The Contractor hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

30. **PAYMENT** The Contractor shall submit an itemized invoice to the Department for services monthly, at the completion of the Work or as otherwise noted in the Contract documents for approval and payment. At a minimum, invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Work
- Description and Location of Work
- Quantities at the Prices contained in the Contractor's Bid

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract.

The Department may withhold payments claimed by the Contractor on account of:  
A. Incomplete, Inaccurate or Incorrect Invoices,

- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Failure to provide the Department the opportunity to inspect the Work,
- E. Damage to a third party,
- F. Claims filed or reasonable evidence indicating probable filing of claims,
- G. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- H. Substantial evidence that the Project cannot be completed for the unpaid balance,
- I. Substantial evidence that the amount due the Department will exceed the unpaid balance,
- J. Regulatory non-compliance or enforcement,
- K. Failure to submit Documentation
- L. All other causes that the Department reasonably determines negatively affect the State's interest.

31. **RESPONSIBILITY FOR DAMAGE TO WORK** Except for damage to Project caused by Uncontrollable Events, the Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures, and all other items or Materials not yet incorporated into the Work.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged Work or otherwise make good any losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to Promptly commence and continue such rebuilding, etc., the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor.

32. **RESPONSIBILITY FOR PROPERTY OF OTHERS** The Contractor shall not enter private property outside the Project Limits without first obtaining permission from the Owners.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The preceding sentence includes damage to vehicles passing through the Work area.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

33. **NOTICE REQUIRED** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Resident within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to Contract requirements without a timely Notice of Issue for Consideration.

34. **ENTIRE CONTRACT** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.