

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper 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 copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) a Bid Guaranty (as described below) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all required items in the Schedule of Items. (“Zero is not considered a Bid price.”)
4. Include a Bid Guaranty. Acceptable forms are:
 - a. a properly completed and signed Bid Bond on the Department’s prescribed form (or on a form that does not contain any significant variations from the Department’s form as determined by the Department) for 5% of the Bid Amount or
 - b. an Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.
5. 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. Other means, such as U.S. Postal Service’s Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form in the proper amounts, and deliver to the Contracts section by 4:30 PM on bid opening day

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 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 contract Larry Childs at Larry.Childs@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, 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

PIN:

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

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

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.

State of Maine
VENDOR FORM

For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor	Address Change	Multi Address	Name Change	Contact Update	ID # Change
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Social Security Number*
Individual or Sole Proprietor

Federal Taxpayer ID Number*
Corporation

OR

Please fill in ONE.

S

Business name in "DBA" field below.

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*

Remit to Address: Individual or Business Name.

Name*
DBA or C/O
Address*
Tel #*

OLD:

Old number:

Name
DBA or C/O
Address
Tel #

<input type="checkbox"/> Is this the same name on your Social Security card?	Acct #
<input type="checkbox"/> If not, have you told Social Security about your name change?	Provider #

Signature* _____

Contact Name _____

Print Name or Title _____

Accounts Receivable Contact Name _____

Date* _____ (within 3 months)

Phone # if Different or for Contact Info _____

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer: <input type="checkbox"/>	Manufacturer: <input type="checkbox"/>	Factory Rep: <input type="checkbox"/>
Jobber: <input type="checkbox"/>	Retailer: <input type="checkbox"/>	Commodity: <input type="checkbox"/>
Individual: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Incorporated: <input type="checkbox"/>
Minority: <input type="checkbox"/>	Small Business: <input type="checkbox"/>	In-State: <input type="checkbox"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an * must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<u>FIELDS</u>	<u>INFORMATION NEEDED FOR FIELD</u>
<i>Special Instructions</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above SSN/EIN Fields	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security Number	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer ID Number*	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C/O	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact Name	Contact person at business
Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicators	Indicate all that apply for the vendor, as needed
Agency Info	For Agency personnel submitting the form. Contact info incase of questions.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
**SNOW REMOVAL CONTRACT
(BID FORM)**

“General Requirements”

NOTICE TO CONTRACTORS
ACKNOWLEDGEMENT OF AMENDMENT FORM
BIDDING AND CONTRACT REQUIREMENTS
BID FORM (for submitting)
CONTRACT

FOR THE REMOVAL OF SNOW FROM
U.S. ROUTE 1

U.S. Route 1, beginning at the Rockland/Rockport town line (RLM 130.76) and extending in a northerly direction to the St. John Street in Camden (RLM 136.23) for a total distance of 5.47 centerline miles.

Length 5.47 Miles Section No. R2-3

Fall 2005

Adv. 9/12/05

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

Sealed bids for SNOW PLOWING AND ICE CONTROL on the section of highway listed below will be received by the Maine Department of Transportation at the Reception Desk located in the Maine DOT Building, Child Street, Augusta, Maine until 11:00 a.m., October 26, 2005 and at that time and place publicly opened and read.

Section(s) of Highway:

Section No. R2-3: U.S. Route 1, beginning at the Rockland/Rockport town line (RLM 130.76) and extending in a northerly direction to the St. John Street in Camden (RLM 136.23) for a total distance of 5.47 centerline miles.

The initial term of this contract is for three years, beginning November 1 and ending May 1 of each year, beginning on November 1, 2005 and ending on May 1, 2008. The contract term may be extended for up to three additional years on the same terms by mutual agreement as provided by the Contract.

For general information regarding Bidding and Contracting procedures, contact **Scott Bickford at (207) 624-3410**. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the contract information, Plan Holders List, and bid results. For specific information regarding the contract, fax all questions to **Brian Burne at (207) 624-3431**. Questions received after 12:00 noon of Monday 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 (207) 624-3007.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may also be obtained from the Department between the hours of 8:00 a.m. to 4:30 p.m. through the Maine Department of Transportation Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

This contract requires the use of an anti-icing approach for snow and ice control and the contractor will be required to have an understanding of anti-icing principles and must utilize calibrated equipment for material application.

If the bid is accepted and the total bid price is greater than \$100,000, performance and payment bonds each in the amount of 100% of the contract price will be required.

The Department reserves the right to reject any bid.

The Department promotes affirmative action and invites Small Businesses including woman and minority owned enterprises to participate in this activity.

Augusta, Maine
October 12, 2005



JOHN E. DORITY
CHIEF ENGINEER

**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)

BID FOR SNOW PLOWING & ICE CONTROL CONTRACT

DATE: _____

BIDDER INFORMATION

Bidder: _____
Bidder Name Bidder Contact Person

_____ Bidder Telephone Number
Bidder Street Address or P.O. Box

_____ Bidder Tax I.D. # (Employer # or Soc. Sec. #)
Bidder City, State, ZIP

The Bidder is organized under the laws of the State of Maine as the following type of business organization.

- () individual () corporation () partnership
() limited liability company () joint venture () other: _____

OFFER

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the Contract for Snow Removal (hereinafter "Contract") for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the entire section (s) of highway listed below:

Section No. R2-3: U.S. Route 1, beginning at the Rockland/Rockport town line (RLM 130.76) and extending in a northerly direction to the St. John Street in Camden (RLM 136.23) for a total distance of 5.47 centerline miles.

The work shall be accomplished using an anti-icing approach that consists of using calibrated equipment to spread salt early in the storm, and as necessary throughout, to prevent snow and ice from bonding to the pavement. Sand may be used on occasion to address the need for temporary traction in spot locations and to treat the roads when pavement temperatures are below 15 degrees F.

The location of the material storage (sand, salt, etc...) will be at the following address:

Is the above described location registered with the Maine D.E.P.? Yes No

CONTRACT FOR SNOW PLOWING & ICE CONTROL

Agreement made this _____ day of _____ 2005 by and between the State of Maine, DEPARTMENT OF TRANSPORTATION (“Department”), and _____ of _____ (“Contractor”).

In consideration of the mutual covenants herein, the parties agree as follows.

1. **The Work.** Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the sections of highway listed below (“the work”).

Section No. R2-3: U.S. Route 1, beginning at the Rockland/Rockport town line (RLM 130.76) and extending in a northerly direction to the St. John Street in Camden (RLM 136.23) for a total distance of 5.47 centerline miles.

2. **Term of Contract.** The initial term of the contract is for three (3) years, from November 1 to May 1 of each year (hereinafter “Winter Season”), beginning on **November 1, 2005 and ending on May 1, 2008**. The parties may mutually agree to extend this Contract for up to three additional years on an annual basis and under all of the terms of this Contract. The Contractor must notify the Department in writing by August 1st if the Contractor would prefer to extend the Contract for the upcoming Winter Season.

3. **Bonds and Insurance.** The Contractor shall provide bonds (if required) and insurance certificates conforming to this Contract by October 1 of each year. Each Winter Season’s initial payment will be contingent upon the Department having this information on file.

4. **Payment.** The Department agrees to pay the Contractor the “Base Lump Sum” payment of _____ (\$ _____), each season, for all work conforming to the terms of this Contract. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the Base Lump Sum. Each Winter Season’s total payment shall be made in six installments as specified below:

- 15% of the total price on December 1
- 15% of the total price on January 1
- 30% of the total price on February 1
- 20% of the total price on March 1
- 10% of the total price on April 1
- 10% of the total price on May 1

5. **Department’s Representative.** The Department’s representative shall be the Region Manager, or designee, of the MaineDOT Region Office having jurisdiction over the contract area. For this contract, the Region Manager may be contacted at the following:

MaineDOT Mid-Coast Region
143 Rankin Street, P.O. Box 566
Rockland, ME 04841
(207) 596-2230

6. Work Standards

a) The Contractor shall be familiar with the principles of anti-icing and shall utilize an anti-icing approach to prevent the snow and ice from bonding to the pavement surface throughout winter storms. A sand/salt mixture shall only be used when temporary traction is needed in specific areas or when pavement temperatures are too low for salt to work effectively (below 15 degrees F with no increasing trend).

b) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Operations will continue until the highways are cleared of snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the highways. Contractor's equipment must be located within a 10-mile radius of the project. Contractor must have supervisory personnel or radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half hour period.

c) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway (such as mailboxes).

d) The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 4 a.m. through 8 a.m. and during the evening commuter hours from 4 p.m. through 7 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional material usage. Conversely, between the hours of 10 p.m. and 4 a.m., longer cycle times and less material usage is normal; however, the Contractor shall maintain a presence on the route to assure that conditions remain acceptable.

e) The Contractor shall schedule work such that the highway shall be returned to bare pavement within 24 hours following the end of the storm precipitation. During the day following the end of each storm, the Contractor shall also assure that all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

7. Equipment Requirements. The Contractor must furnish the equipment listed in its "Bid For Snow Removal & Ice Control Contract", plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner. At the start of each season and as required throughout, the Department shall have the full authority to accept or reject any and all equipment that is used to perform the Work.

8. Sand & Salt Requirements.

(a) The Contractor agrees to provide sufficient sand, salt and other necessary materials (such as liquid CaCl or MgCl) for operations required by this contract. The Department

estimates that an anti-icing approach, with properly calibrated equipment, will require approximately 150 tons of salt, in addition to approximately 80 cubic yards of sand (mixed with 4 tons of salt) for occasional specific traction needs.

(b) Maximum gradation of sand shall be ½ inch, and all sand will be screened to that size prior to use on the highway.

(c) The Contractor must mix between 90-110 pounds of salt with each cubic yard of sand before the sand is stockpiled.

(d) Trucks must be equipped with either tailgate or hopper sanders, which are capable of calibrating the amount of sand and/or salt spread per mile to ensure consistent application and to avoid the use of excessive quantities. The Contractor agrees to comply with the directions of the Department's Representative concerning the application of pure salt. In most cases, the use of pure salt in an anti-icing strategy will be in accordance with the application rates specified in Table A, attached hereto.

(e) Contractor agrees to pay particular attention to the sanding of railroad crossings, hills, curves and intersections, and to apply extra sand and salt to such locations when necessary. Plow blades shall be raised sufficiently at railroad crossings to prevent damages to the rail tracks. Any residue of snow on the tracks shall be removed by hand if necessary.

(f) The Contractor agrees to specify the intended location of the sand/salt stockpile that will be used in the course of fulfilling this Contract. Prior to September 1 of each subsequent year that the contract is effective, the Contractor must also specify whether the location of any sand/salt stockpiles will change. The Contractor further agrees that all sand/salt stockpiles must be in compliance with all local, state, and federal rules, regulations, and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles (<http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm>). If the contractor does not have the ability to use an existing approved site for a sand/salt stockpile, it must be stated in the submittal and the Department will discuss potential options with the apparent low bidder. If the bidder is ultimately unsuccessful in obtaining a suitable location for a sand/salt stockpile, this shall be grounds for dismissal of the bid. The Contractor agrees to indemnify the Department for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.

(g) Stockpiles of sand will be so located as to permit minimum travel time to critical areas and deadheading for reloading. The maximum distance between sand/salt stockpiles shall be twenty (20) miles.

(h) Contractor agrees to have all sand/salt stockpiles established by October 1 of each year that this contract is in effect.

(i) The Contractor shall, at the end of each storm event, report the total material quantities used in performing the work to the Department's designated representative. Such quantities shall also be maintained in a season log that indicates the types of materials used by the corresponding dates of the storm events that occurred throughout each winter season. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season: *MaineDOT, Highway Maintenance Engineer, 16 State House Station, Augusta, ME 04333*

9. Subcontracting. The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Department. Any work performed by a Subcontractor before approval is at the Contractor's sole risk. All subcontracts of the Contractor, and all lower tier subcontracts, must contain or reference all applicable provisions of the Contract. The Contractor must promptly pay all legitimate subcontractor and supplier claims. The contractor agrees that the Department may retain and deduct monies otherwise due the Contractor in an amount necessary to such claims.

10. Property Damage. Contractor agrees to reimburse the Department for the replacement of guard rail, guard rail posts, signs, sign post or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Department's Representative.

11. Insurance. The Contractor must 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 must pay all premiums and take all other actions necessary to keep said insurance in effect for the duration of the Contract obligations.

(a) Workers' Compensation Insurance. The Contractor must/shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

(b) Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project in an amount not less than \$1,000,000.00 per occurrence.

(c) 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 or other coverage affording equal or greater protection as determined by the Department, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

12. Performance and Payment Bonds. The performance and payment bonds are required if the annual payment amount of this Contract is greater than, or becomes greater than (through annual adjustments), \$100,000. If required, said bonds must be in the amount of 100% of the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of The Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasurer - State of Maine" and must be on the Department's forms (or exact copies thereof) or must not contain any significant variations from said forms as determined in the sole discretion of the Department. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the

Contract documents, including those related to the Department's self-help remedy provided in Contract.

13. Indemnification. The Contractor hereby indemnifies, defends and holds harmless the Department and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, sub-consultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to, all dispute resolution costs including court costs, attorneys fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

14. Termination. (a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Department, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety: (i) fails to begin the work as required by the Contract; (ii) fails to perform the work with sufficient workers and equipment or materials to meet the terms of the Contract; (iii) discontinues the prosecution of the work; (iv) fails to resume work which has been discontinued within a reasonable time after notice to do so; (v) subcontracts any of the work without the approval of the Department; (vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Department; or (vii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Department; (viii) fails to perform the Work in a satisfactory manner as determined solely by the Department.

The Department may remedy such noncompliance with Departmental or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Department, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

(b) The Department may terminate this Contract for convenience for any reason that is in the best interest of the Department. Such reason may include non-appropriation of funds by the Maine legislature. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

15. General Provisions

(a) Incorporation by Reference. The advertised "Notice to Contractors", the "Bidding & Contracting Requirements for Contracts For Snow Plowing & Ice Control", all addenda signed by the Department, and the Contractor's "Bid For Snow Plowing & Ice Removal Contract" are hereby incorporated herein by reference and made a part of this Contract.

(b) Definition. The word "compact" is defined by 23 M.R.S.A. § 1001.

(c) Nondiscrimination. The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference.

(d) Funding. This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Department in excess of such appropriations.

16. Purchase of Salt. The salt for the contract can be ordered through the MaineDOT Region Office and the cost will be deducted from the Contractor's regular contract payments at a rate equal to the Department's per ton cost as specified in the salt contract that is in effect at that time. Presently, the current salt price is approximately \$49.92 per ton. Actual price will vary annually and will be known at the start of each season.

By signing below, the undersigned represent that they are duly authorized to sign this Contract and hereby agree for said parties to all the terms of this Contract as of the date last signed below.

Date: _____

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

MaineDOT Witness

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

Operations

Date: _____

CONTRACTOR

Contractor Witness

[Signature]

By: _____
[Name and Title Printed]

(Address)

**Attachment A
SALT APPLICATION RATES (PER LANE MILE)
Double these rates for centerline application**

Current Pavement Temperature Range (°F)	Anticipated Pavement Temp. Change (Higher or Lower)	Precipitation Type/ Severity	Application Rate (Pounds Per Lane Mile)	Recommended Treatment	Comments
Above 32	Higher	4,6,8 - Light	None	Initial application, reapply as needed	Use Pre-wet System
	Lower	4,6,8 - Moderate to Heavy	50 to 100		
25 to 32	Higher	5,6,7,8 - Light	100 to 150	Initial application, plow/reapply as needed	Pre-wet @ 6 gals per ton
	Higher	5,6,7,8 - Moderate to Heavy	100 to 150	Initial application, plow/reapply as needed	Pre-wet @ 6 gals per ton
	Lower	5,6,7,8 - Light	100 to 200	Initial application, plow/reapply as needed	Pre-wet @ 6 gals per ton
	Lower	5,6,7,8 - Moderate to Heavy	100 to 200	Initial application, plow/reapply as needed	Pre-wet @ 6 gals per ton
20 to 25	Higher	6,7,8 - Light	150 to 250	Initial application, plow/reapply as needed	Pre-wet @ 8 gals per ton
	Higher	6,7,8 - Moderate to Heavy	150 to 250	Initial application, plow/reapply as needed	Pre-wet @ 8 gals per ton
	Lower	6,7,8 - Light	200 to 300	Initial application, plow/reapply as needed	Pre-wet @ 8 gals per ton
	Lower	6,7,8 - Moderate to Heavy	200 to 300	Initial application, plow/reapply as needed	Pre-wet @ 8 gals per ton
15 to 20	Higher	6,7 - Light	250 to 350	Initial application, plow/reapply as needed	Pre-wet @ 10 gals per ton
	Higher	6,7 - Moderate to Heavy	250 to 350	Initial application, plow/reapply as needed	Pre-wet @ 10 gals per ton
	Lower	6,7 - Light	* 350 to 400	Initial application, plow/reapply as needed	Pre-wet @ 10 gals per ton
	Lower	6,7 - Moderate to Heavy	* 350 to 400	Initial application, plow/reapply as needed	Pre-wet @ 10 gals per ton
15 or Below			Apply sand if necessary, plow as needed	Monitor pavement temperature. Switch to salt if rising above 15° F	

* If snow is blowing off roadway and no hard pack exists, do not apply.

Weather Conditions: (4) = Rain (5) = Freezing Rain (6) = Sleet (7) = Dry Snow (8) = Wet Snow

CONTRACT FOR SNOW PLOWING & ICE CONTROL

Agreement made this _____ day of _____ 2005 by and between the State of Maine, DEPARTMENT OF TRANSPORTATION (“Department”), and _____ of _____ (“Contractor”).

In consideration of the mutual covenants herein, the parties agree as follows.

1. **The Work.** Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the sections of highway listed below (“the work”).

Section No. R2-3: U.S. Route 1, beginning at the Rockland/Rockport town line (RLM 130.76) and extending in a northerly direction to the St. John Street in Camden (RLM 136.23) for a total distance of 5.47 centerline miles.

2. **Term of Contract.** The initial term of the contract is for three (3) years, from November 1 to May 1 of each year (hereinafter “Winter Season”), beginning on **November 1, 2005 and ending on May 1, 2008**. The parties may mutually agree to extend this Contract for up to three additional years on an annual basis and under all of the terms of this Contract. The Contractor must notify the Department in writing by August 1st if the Contractor would prefer to extend the Contract for the upcoming Winter Season.

3. **Bonds and Insurance.** The Contractor shall provide bonds (if required) and insurance certificates conforming to this Contract by October 1 of each year. Each Winter Season’s initial payment will be contingent upon the Department having this information on file.

4. **Payment.** The Department agrees to pay the Contractor the “Base Lump Sum” payment of _____ (\$ _____), each season, for all work conforming to the terms of this Contract. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the Base Lump Sum. Each Winter Season’s total payment shall be made in six installments as specified below:

- 15% of the total price on December 1
- 15% of the total price on January 1
- 30% of the total price on February 1
- 20% of the total price on March 1
- 10% of the total price on April 1
- 10% of the total price on May 1

5. **Department’s Representative.** The Department’s representative shall be the Region Manager, or designee, of the MaineDOT Region Office having jurisdiction over the contract area. For this contract, the Region Manager may be contacted at the following:

MaineDOT Mid-Coast Region
143 Rankin Street, P.O. Box 566
Rockland, ME 04841
(207) 596-2230

6. Work Standards

a) The Contractor shall be familiar with the principles of anti-icing and shall utilize an anti-icing approach to prevent the snow and ice from bonding to the pavement surface throughout winter storms. A sand/salt mixture shall only be used when temporary traction is needed in specific areas or when pavement temperatures are too low for salt to work effectively (below 15 degrees F with no increasing trend).

b) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Operations will continue until the highways are cleared of snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the highways. Contractor's equipment must be located within a 10-mile radius of the project. Contractor must have supervisory personnel or radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half hour period.

c) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway (such as mailboxes).

d) The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 4 a.m. through 8 a.m. and during the evening commuter hours from 4 p.m. through 7 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional material usage. Conversely, between the hours of 10 p.m. and 4 a.m., longer cycle times and less material usage is normal; however, the Contractor shall maintain a presence on the route to assure that conditions remain acceptable.

e) The Contractor shall schedule work such that the highway shall be returned to bare pavement within 24 hours following the end of the storm precipitation. During the day following the end of each storm, the Contractor shall also assure that all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

7. Equipment Requirements. The Contractor must furnish the equipment listed in its "Bid For Snow Removal & Ice Control Contract", plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner. At the start of each season and as required throughout, the Department shall have the full authority to accept or reject any and all equipment that is used to perform the Work.

8. Sand & Salt Requirements.

(a) The Contractor agrees to provide sufficient sand, salt and other necessary materials (such as liquid CaCl or MgCl) for operations required by this contract. The Department

estimates that an anti-icing approach, with properly calibrated equipment, will require approximately 150 tons of salt, in addition to approximately 80 cubic yards of sand (mixed with 4 tons of salt) for occasional specific traction needs.

(b) Maximum gradation of sand shall be ½ inch, and all sand will be screened to that size prior to use on the highway.

(c) The Contractor must mix between 90-110 pounds of salt with each cubic yard of sand before the sand is stockpiled.

(d) Trucks must be equipped with either tailgate or hopper sanders, which are capable of calibrating the amount of sand and/or salt spread per mile to ensure consistent application and to avoid the use of excessive quantities. The Contractor agrees to comply with the directions of the Department's Representative concerning the application of pure salt. In most cases, the use of pure salt in an anti-icing strategy will be in accordance with the application rates specified in Table A, attached hereto.

(e) Contractor agrees to pay particular attention to the sanding of railroad crossings, hills, curves and intersections, and to apply extra sand and salt to such locations when necessary. Plow blades shall be raised sufficiently at railroad crossings to prevent damages to the rail tracks. Any residue of snow on the tracks shall be removed by hand if necessary.

(f) The Contractor agrees to specify the intended location of the sand/salt stockpile that will be used in the course of fulfilling this Contract. Prior to September 1 of each subsequent year that the contract is effective, the Contractor must also specify whether the location of any sand/salt stockpiles will change. The Contractor further agrees that all sand/salt stockpiles must be in compliance with all local, state, and federal rules, regulations, and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles (<http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm>). If the contractor does not have the ability to use an existing approved site for a sand/salt stockpile, it must be stated in the submittal and the Department will discuss potential options with the apparent low bidder. If the bidder is ultimately unsuccessful in obtaining a suitable location for a sand/salt stockpile, this shall be grounds for dismissal of the bid. The Contractor agrees to indemnify the Department for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.

(g) Stockpiles of sand will be so located as to permit minimum travel time to critical areas and deadheading for reloading. The maximum distance between sand/salt stockpiles shall be twenty (20) miles.

(h) Contractor agrees to have all sand/salt stockpiles established by October 1 of each year that this contract is in effect.

(i) The Contractor shall, at the end of each storm event, report the total material quantities used in performing the work to the Department's designated representative. Such quantities shall also be maintained in a season log that indicates the types of materials used by the corresponding dates of the storm events that occurred throughout each winter season. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season: *MaineDOT, Highway Maintenance Engineer, 16 State House Station, Augusta, ME 04333*

9. Subcontracting. The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Department. Any work performed by a Subcontractor before approval is at the Contractor's sole risk. All subcontracts of the Contractor, and all lower tier subcontracts, must contain or reference all applicable provisions of the Contract. The Contractor must promptly pay all legitimate subcontractor and supplier claims. The contractor agrees that the Department may retain and deduct monies otherwise due the Contractor in an amount necessary to such claims.

10. Property Damage. Contractor agrees to reimburse the Department for the replacement of guard rail, guard rail posts, signs, sign post or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Department's Representative.

11. Insurance. The Contractor must 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 must pay all premiums and take all other actions necessary to keep said insurance in effect for the duration of the Contract obligations.

(a) Workers' Compensation Insurance. The Contractor must/shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

(b) Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project in an amount not less than \$1,000,000.00 per occurrence.

(c) 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 or other coverage affording equal or greater protection as determined by the Department, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

12. Performance and Payment Bonds. The performance and payment bonds are required if the annual payment amount of this Contract is greater than, or becomes greater than (through annual adjustments), \$100,000. If required, said bonds must be in the amount of 100% of the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of The Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasurer - State of Maine" and must be on the Department's forms (or exact copies thereof) or must not contain any significant variations from said forms as determined in the sole discretion of the Department. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the

Contract documents, including those related to the Department's self-help remedy provided in Contract.

13. Indemnification. The Contractor hereby indemnifies, defends and holds harmless the Department and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, sub-consultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to, all dispute resolution costs including court costs, attorneys fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

14. Termination. (a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Department, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety: (i) fails to begin the work as required by the Contract; (ii) fails to perform the work with sufficient workers and equipment or materials to meet the terms of the Contract; (iii) discontinues the prosecution of the work; (iv) fails to resume work which has been discontinued within a reasonable time after notice to do so; (v) subcontracts any of the work without the approval of the Department; (vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Department; or (vii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Department; (viii) fails to perform the Work in a satisfactory manner as determined solely by the Department.

The Department may remedy such noncompliance with Departmental or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Department, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

(b) The Department may terminate this Contract for convenience for any reason that is in the best interest of the Department. Such reason may include non-appropriation of funds by the Maine legislature. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

15. General Provisions

(a) Incorporation by Reference. The advertised "Notice to Contractors", the "Bidding & Contracting Requirements for Contracts For Snow Plowing & Ice Control", all addenda signed by the Department, and the Contractor's "Bid For Snow Plowing & Ice Removal Contract" are hereby incorporated herein by reference and made a part of this Contract.

(b) Definition. The word "compact" is defined by 23 M.R.S.A. § 1001.

(c) Nondiscrimination. The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference.

(d) Funding. This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Department in excess of such appropriations.

16. Purchase of Salt. The salt for the contract can be ordered through the MaineDOT Region Office and the cost will be deducted from the Contractor's regular contract payments at a rate equal to the Department's per ton cost as specified in the salt contract that is in effect at that time. Presently, the current salt price is approximately \$49.92 per ton. Actual price will vary annually and will be known at the start of each season.

By signing below, the undersigned represent that they are duly authorized to sign this Contract and hereby agree for said parties to all the terms of this Contract as of the date last signed below.

Date: _____ STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

MaineDOT Witness
Operations
By: Michael E. Burns, Acting Director
Bureau of Maintenance &

Date: _____ CONTRACTOR

Contractor Witness
[Signature]

By: _____
[Name and Title Printed]

(Address)

Attachment A
SALT APPLICATION RATES (PER LANE MILE)
*****Double these rates for centerline application*****

Current Pavement Temperature Range (°F)	Anticipated Pavement Temp. Change (Higher or Lower)	Precipitation Type/ Severity	Application Rate (Pounds Per Lane Mile)	Recommended Treatment	Comments
Above 32	Higher	4,6,8 - Light	None	Initial application, reapply as needed	Use Pre-wet System
	Lower	4,6,8 - Moderate to Heavy	50 to 100		
25 to 32	Higher	5,6,7,8 - Light	100 to 150	Initial application, plow/reapply as needed	Pre-wet @ 6 gals per ton
	Higher	5,6,7,8 - Moderate to Heavy	100 to 150	Initial application, plow/reapply as needed	Pre-wet @ 6 gals per ton
	Lower	5,6,7,8 - Light	100 to 200	Initial application, plow/reapply as needed	Pre-wet @ 6 gals per ton
	Lower	5,6,7,8 - Moderate to Heavy	100 to 200	Initial application, plow/reapply as needed	Pre-wet @ 6 gals per ton
20 to 25	Higher	6,7,8 - Light	150 to 250	Initial application, plow/reapply as needed	Pre-wet @ 8 gals per ton
	Higher	6,7,8 - Moderate to Heavy	150 to 250	Initial application, plow/reapply as needed	Pre-wet @ 8 gals per ton
	Lower	6,7,8 - Light	200 to 300	Initial application, plow/reapply as needed	Pre-wet @ 8 gals per ton
	Lower	6,7,8 - Moderate to Heavy	200 to 300	Initial application, plow/reapply as needed	Pre-wet @ 8 gals per ton
15 to 20	Higher	6,7 - Light	250 to 350	Initial application, plow/reapply as needed	Pre-wet @ 10 gals per ton
	Higher	6,7 - Moderate to Heavy	250 to 350	Initial application, plow/reapply as needed	Pre-wet @ 10 gals per ton
	Lower	6,7 - Light	* 350 to 400	Initial application, plow/reapply as needed	Pre-wet @ 10 gals per ton
	Lower	6,7 - Moderate to Heavy	* 350 to 400	Initial application, plow/reapply as needed	Pre-wet @ 10 gals per ton
15 or Below			Apply sand if necessary, plow as needed	Monitor pavement temperature. Switch to salt if rising above 15° F	

* If snow is blowing off roadway and no hard pack exists, do not apply.

Weather Conditions: (4) = Rain (5) = Freezing Rain (6) = Sleet (7) = Dry Snow (8) = Wet Snow

