East Machias Snow Plowing & Ice Removal

Updated 10/18/07

STATE PROJECT

August 01, 2007
Supersedes July 6, 2005

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 located at 16 Child Street 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 Civil Rights Office, or fax to (207)624-3431 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.

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. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

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

NOTICE

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 infrormation:

Bid Enclosed: Do Not Open
PIN:
Town:
Name of Contractor:

October 16, 2001

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____and State of_____

as Principal, and _____as Surety, a

Corporation duly organized under the laws of the State of_____and having a usual place of

Business in _____and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of_____,for payment which Principal and Surety bind

themselves, their heirs, executers, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the construction of _____

_____

_____and if the Department shall accept said bid and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said bid) and shall furnish bonds for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force, and effect.

Signed and sealed this_____day of _____20_____

WITNESS:

_____

_____

_____

WITNESS

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

SAMPLE

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
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone: (_____)**_____
Bid Date: _____ **Fax: (_____)**_____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By:_____ Date: _____

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 .

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
STATE HIGHWAY ROUTE NUMBER: 191

State Route 191, beginning at the junction of U.S. Route 1 in East Machias (RLM 27.09) and extending southerly to the Steam Boat Road in Cutler (Inv. Rd #388, RLM 13.93) for a total distance of 13.16 miles.

Length 13.16 Miles Section No. R4-5

Summer 2008

Adv. 07/02/2008

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 , July 23, 2008 and at that time and place publicly opened and read

Section(s) of Highway

Section No. R4-5: Route 191, beginning at the junction of U.S. Route 1 in East Machias (RLM 27.09) and extending southerly to the Steam Boat Road in Cutler (Inv. Rd #388, RLM 13.93) for a total distance of 13.16 miles.

The initial term of this contract is for three years, beginning November 1 and ending May 1 of each year, beginning on October 15, 2008 and ending on May 1, 2011 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 888-516-9364

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

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
July 2, 2008

STATE OF MAINE
JOHN
E
DORITY
No 2093
LICENSED
PROFESSIONAL ENGINEER

JOHN E DORITY
CHIEF ENGINEER

Machias
Snowplowing
August 3, 2004
Supercedes March 17, 2004

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

TO: MAINE DEPARTMENT OF TRANSPORTATION DATE:_____
Bureau of Maintenance and Operations
ATTN.: Highway Maintenance Engineer
Transportation Building, 16 State House Station
Augusta, Maine 04333-0016

BIDDER INFORMATION

Bidder: _____ _____
Bidder Name Bidder Contact Person

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

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

The Bidder is organized under the laws of the State of _____ Maine _____ Other [check one] (State if Other: _____) 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. R4-5: Route 191, beginning at the junction of U.S. Route 1 in East Machias (RLM 27.09) and extending southerly to the Steam Boat Road in Cutler (Inv. Rd #388, RLM 13.93) for a total distance of 13.16 miles.

The Bidder offers to do this work, for the initial year of the contract, for the Base Lump Sum price of:

_____ dollars ($ _____),
(lump sum price in words) (lump sum price in numerals)

This price is the total price for the entire highway section, for the first season of the Contract. Each additional season will be at a rate equal to the Base Lump Sum price, plus an annual escalation factor as specified in the Contact.

The Bidder further offers and agrees that the equipment described below will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner. Mandatory equipment includes plows or plows equipped with wings and sanding equipment that does not require personnel in the body.

How Many	Make	Year	Size (Tons)	Serial Number	Make of Plow	Year Mfg.	Type ("V" or Blade)	Width	Height	Type of Sander	Length of Wings
Remarks concerning above equipment:											

Sand and Salt Storage:

The sand and salt used in the course of performing the work required by the Contract is proposed to be stored at the following location:

Town: _____

Street address: _____

This location ☐ IS ☐ IS NOT a site that is presently approved by the Maine D.E.P.

This location ☐ HAS ☐ DOES NOT HAVE indoor storage for all sand and salt materials.

By signing below, the Bidder (1) represents that the Bidder has examined the "Contract for Snow Plowing & Ice Control", all documents referenced in said Contract, and the section of highway referenced above such that the Bidder has sufficient knowledge to properly price the work, (2) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, and (3) agrees to all provisions governing requirements and procedures applicable before execution of the Contract.

_____
Authorized Signature of Bidder

_____
[Name & Title of Person Signing - Printed or Typed]

_____
Federal ID or SS Number

CONTRACT FOR SNOW PLOWING & ICE CONTROL

Contract made this _____ day of _____ 2008 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. <u>The Work.</u> 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 (hereinafter "the Work").

> **Section No. <u>R4-5:</u> Route 191, beginning at the junction of U.S. Route 1 in East Machias (RLM 27.09) and extending southerly to the Steam Boat Road in Cutler (Inv. Rd #388, RLM 13.93) for a total distance of 13.16 miles.**

2. <u>Term of Contract.</u> The initial term of the contract is for three (3) years, from October 15 to May 1 of each year (hereinafter "Winter Season"), beginning on October 15, 2008 and ending on May 1, 2011. 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 July 1st if the Contractor would prefer to extend the Contract for the upcoming Winter Season.

3. <u>Bonds and Insurance.</u> 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. <u>Payment.</u> 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. <u>Department's Representative</u>. 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 Eastern Region
219 Hogan Road, P.O. Box 1208
Bangor, Maine 04402-1208
(207) 941-4500

6. <u>Work Standards</u>

(a) Contractor will 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 personnel must have cell phones or radio equipped vehicles so that messages of urgency can reach all necessary personnel within a half hour period.

(b) 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).

(c) At such times as the Department's Representative shall direct the Contractor will remove compacted snow and ice from the highway, insofar as possible, so that at least 3 ½ feet of pavement will be exposed on each side of the centerline. If deemed necessary by the Department's Representative, the Contractor may be required to remove all compacted snow and ice on the paved portion of the highway.

(d) The Contractor shall schedule work such that by noon of the day following the end of a storm, at least half of the pavement will be exposed on each side of the centerline.

7. <u>Equipment Requirements.</u> 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 workmanlike manner as determined by the Department's Representative.

8. <u>Sand & Salt Requirements.</u>

(a) The Contractor agrees to provide sufficient sand and salt for operations required by this agreement. The Department estimates that a minimum of 125 cubic yards of sand will be necessary for each centerline mile of highway. The Department also estimates that 15 tons of rock salt will be required for each centerline mile of highway, excluding that mixed with the sand.

(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 material spread per mile to ensure evenness of application. When the application of pure salt is used, the Contractor shall do so in such a manner to avoid the application 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, record the total material quantities used in performing the Work and provide such information to the Department upon request. The total material quantities used shall also be maintained in a season log that indicates the dates of when the roads had to be treated and the types of materials used on each of those dates throughout the 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. <u>Subcontracting.</u> 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. Liability 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. 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.

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 $100,000.00 per occurrence and $400,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract.

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 $300,000.00 per occurrence.

Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

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 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. Governing Law. This Contract shall be governed in all respects by federal and state laws, statutes, and regulations. The Contractor shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

14. 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.

15. 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 meets 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.

16. 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.

17. 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.

18. Purchase of Salt. The salt for the contract may be ordered through the Region Office and picked up at the nearest MaineDOT maintenance facility to which salt is delivered. The cost of which will be the State’s bid price and will be deducted from the regular contract payments.

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

_____
Witness

_____
By: David Bernhardt, Director
Bureau of Maintenance &

Operations

Date: _____

CONTRACTOR

_____
Witness

_____
[Signature]

By: _
[Name and Title Printed]

_____
(Address)

_____

_____

Maine DOT Salt Application Treatment Recommendations

PAVEMENT TEMPERATURE RANGE, AND TREND	INITIAL OPERATION				SUBSEQUENT OPERATIONS			COMMENTS
	pavement surface at time of initial operation	maintenance action	Chemical Application		maintenance action	Chemical Application		
			liquid Pre-Wet Gals/Ton	Rock Salt Lbs/lm		liquid Pre-Wet Gals/Ton	Rock Salt Lbs/lm	
Above 32°F, steady or rising	Wet, slush, or light snow cover	Plow as needed and monitor pavement temps.	Salt Brine 10 gals/ton	0-150	Plow as needed and monitor pavement temps	Salt Brine 10 gals/ton	0-150	1) Monitor pavement temperature closely for drops toward (32°F) and below 2) Treat icy patches if needed with Rock Salt at (150 lb/lane-mi); plow if needed
28-32 °F	Wet, slush, or light snow cover	Plow as needed; reapply solid pre- wetted chemical when needed	Salt Brine 10 gals/ton	150-250	Plow as needed; reapply solid pre- wetted chemical when needed	Salt Brine 10 gals/ton	100-200	1) Applications will need to be more frequent at lower temperatures and higher snowfall rates
20 to 28°F	Wet, slush, or light snow cover	Plow as needed; reapply solid pre- wetted chemical when needed	Salt Brine, $MgCl_2$ $CaCl_2$ 10 gals/ton	250-350	Plow as needed; reapply solid pre- wetted chemical when needed	Salt Brine, $MgCl_2$ $CaCl_2$ 10 gals/ton	200-300	1) Applications will need to be more frequent at lower temperatures and higher snowfall rates
15 to 20°F	wet, slush, or light snow cover	Plow as needed; reapply solid pre- wetted chemical when needed	$MgCl_2$ $CaCl_2$ 10 gals/ton	350-450	Plow as needed; reapply prewetted solid chemical when needed	$MgCl_2$ $CaCl_2$ 10 gals/ton	300-400	1) Applications will need to be more frequent at lower temperatures and higher snowfall rates
Below 15°F steady or falling	Dry or light snow cover	Plow as needed			Plow as needed			1) It is not recommended that chemicals be applied in this temperature range 2) Abrasives can be applied to enhance traction 3) On higher speed corridors, if glazing occurs and sand will not stay in travel lanes, higher applications of rock salt may need to be applied with consent from Region Management.

NOTES:

CHEMICAL APPLICATIONS. (1) If snow is blowing off the roadway and glazing or pack is not occurring, do not apply materials. (2) Time initial and subsequent chemical applications to *prevent* deteriorating conditions or development of packed and bonded snow. (3) Apply chemical ahead of traffic rush periods occurring during storm. (4) Higher volume corridors will often require an additional 50 lbs per lane mile above recommended amounts. (5) Snowfall greater than 1" per hour will often require an additional 50 lbs per lane mile above recommended amounts.

PLOWING. If needed, *plow before chemical applications* so that excess snow, slush, or ice is removed and pavement is wet, slushy, or lightly snow covered when treated.

TEMPERATURE TRENDS: If temperature trend is rising, use lower end of application range and conversely, if temperature trend is dropping use higher end of application range.

PRE-WETTING: If salt brine is not available, liquid calcium or magnesium chloride may be used if bounce and scatter will be a problem, i.e conditions not wet enough.

FROST AND BLACK ICE: If frost or black ice is forecast and pavement temps will be above 20 degrees F, pre-treat with salt brine at 50 -60 gals per lane mile on designated corridors. Areas not designated for pre-treatment should apply as necessary at a rate of 150-250 lbs per lane mile.

FREEZING RAIN/SLEET: Freezing rain and sleet will dilute treatments sooner and may require more frequent re-application.

Attachment B - Material Usage Report
Winter Season 200__ - 200__

Location: **Section No. R4-5: Route 191, beginning at the junction of U.S. Route 1 in East Machias (RLM 27.09) and extending southerly to the Steam Boat Road in Cutler (Inv. Rd #388, RLM 13.93) for a total distance of 13.16 miles.**

Storm Dates	Sand Used (CY)	Salt Used (Tons)	Other:_____	Other:_____
Page Total:				

Contractor Signature: _____ Page ___ of ___