

**SERVICE AND CONSTRUCTION**

**REMOVAL & INSTALLATION OF CROSS TIES**

**ROCKLAND BRANCH**

**NEWCASTLE, WISCASSET, WOOLWICH, BATH  
& BRUNSWICK**

**NO PIN PROJECT**

**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 Agreement, 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 Capital 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 04330-0016.
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 "Bid for **Rail Tie Replacement Services**" 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 May 19, 2010, and at that time and place publicly opened and read. Bids will be accepted from all bidders.

Description: Rail Tie Replacement Services

Location: Rockland Branch of Railroad Line MP 53 to MP 30 towns of Newcastle, Wiscasset, Woolwich, Bath & Brunswick

Outline of Work: Removal & Installation of Cross Ties

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.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.

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.

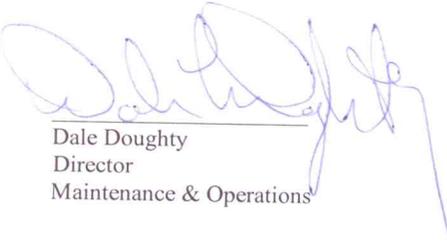
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$12,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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 MDOT to reject any or all Bids.

Augusta, Maine  
April 28, 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)

SCHEDULE OF ITEMS

Contractor \_\_\_\_\_

Item Description	Approx. Quantity And Units	Unit Price Dollars/Cents	Bid Amount Dollars/Cents
Installation of Cross Ties	Approx 8000 EACH	\$	\$
Removal & Disposal of Cross Ties	Approx 8000 EACH	\$	\$

Total of Bid Removal & Installation of Cross Ties \$ \_\_\_\_\_

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department or Maine DOT), 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 Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the “Contract”), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Removal & Installation of Cross Ties** in the towns of **Newcastle, Wiscasset, Woolwich, Bath and Brunswick** Counties of **Lincoln, Sagadahoc and Cumberland** in The State of **Maine**. 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 inspection, testing and documentation, 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 **August 31, 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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **Removal & Installation of Cross Ties in the towns of New Castle, Wiscasset, Woolwich, Bath and Brunswick.**

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in

any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.  
IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Rhonda Fletcher, Assistant Director M & O

\_\_\_\_\_  
Witness

**CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department or Maine DOT), 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 Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the “Contract”), hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Removal & Installation of Cross Ties** in the towns of **Newcastle, Wiscasset, Woolwich, Bath and Brunswick** Counties of **Lincoln, Sagadahoc and Cumberland** in The State of **Maine**. 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 inspection, testing and documentation, 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 **August 31, 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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **Removal & Installation of Cross Ties in the towns of New Castle, Wiscasset, Woolwich, Bath and Brunswick.**

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in

any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.  
IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Rhonda Fletcher, Assistant Director M & O

\_\_\_\_\_  
Witness

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

ABC Company (“Contractor”)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at ABC Street, Anytown, Maine with a mailing address of ABC Street, Anytown, Maine 00000, and a telephone number of 207-123-4567.

The Vendor Customer Number of the Contractor is VC0000000000.

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the Removal & Installation of Cross Ties in the towns of **Newcastle, Wiscasset, Woolwich, Bath and Brunswick** Counties of **Lincoln, Sagadahoc and Cumberland** in The State of **Maine**. 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 inspection, testing and documentation, 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 August 31, 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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is **Zero Thousand Dollars and no cents**

**\$00,000.00** Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **Removal & Installation of Cross Ties in the towns of New Castle, Wiscasset, Woolwich, Bath and Brunswick.**

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

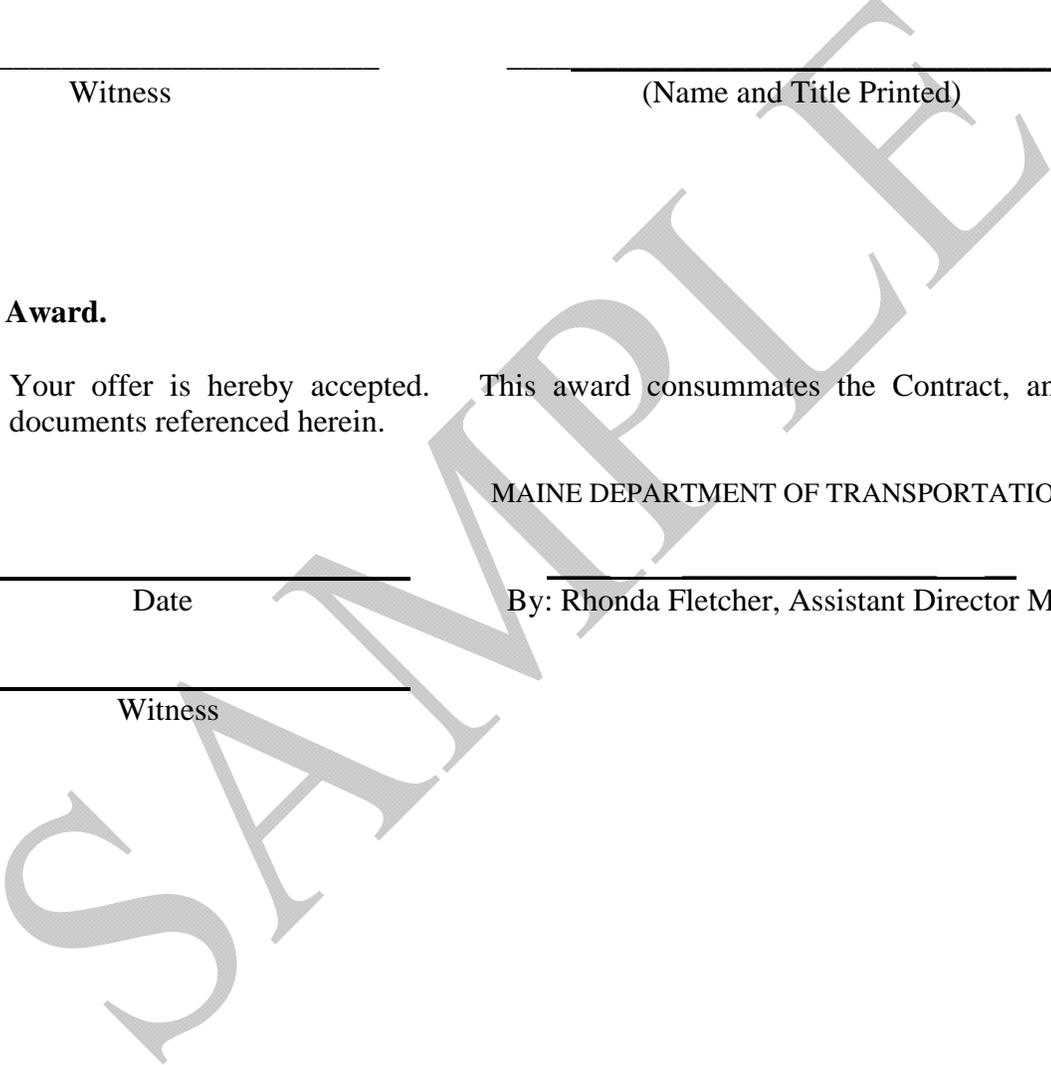
<b>(Date here)</b>	<b>CONTRACTOR (Signature here)</b>
_____ Date	_____ (Signature of Legally Authorized Representative of the Contractor)
_____ Witness	_____ (Name and Title Printed)

**G. Award.**

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

MAINE DEPARTMENT OF TRANSPORTATION

_____ Date	_____ By: Rhonda Fletcher, Assistant Director M & O
_____ Witness	



BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ in the State of \_\_\_\_\_, as principal,  
and.....  
a corporation duly organized under the laws of the State of ..... and having a  
usual place of business .....  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_),  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this ..... day of ....., 20.....

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....  
.....  
.....

ADDRESS .....  
.....  
.....

TELEPHONE.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **in the State of** \_\_\_\_\_, as principal,  
and.....  
a corporation duly organized under the laws of the State of ..... and having a  
usual place of business in .....  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this ..... day of ....., 20 ... .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

## Special Provision

### Cross Tie Installation and Removal Rockland Branch

Location of Work: MP 53 New Castle to MP 30 Brunswick

- **Description of work:**

The Contractor shall install approximately 8000 new cross ties and remove approximately 8000 old cross ties in accordance with the contract documents.

- The contractor shall distribute ties to the designated locations from onsite storage area. Install ties and remove replaced ties from property.

- **Materials**

The Maine DOT will provide the approximately 8000 new cross ties to be installed  
The Maine DOT will stage the new ties in two or more locations on the rail line between MP 50 and MP 30

The Maine DOT will mark with paint the cross ties to be removed

The contractor will be required to provide standard new spikes 5 ½” for new ties installed

- **Scope of Work**

- The Contractor will distribute ties from stored locations on the Rockland Branch rail line.
- The Contractor will remove rail anchors as necessary
- The Contractor will remove all spikes associated with removal of existing cross tie to be removed.
- The Contractor will remove the designated tie marked with paint by the DOT.
- The Contractor will install new crosstie provided by the DOT in the location of the removed tie. The tie shall be installed in a manor free of obstruction between tie, plate and base of rail. The tie plate shall be centered on new tie before spiking
- The Contractor will install new spikes into new tie matching existing spiking pattern including lagging and replace rail anchors to existing pattern
- The Contractor will be required to spot tamp all new ties installed and restore disturb ballast section.
- The Contractor will remove old tie from rail line and dispose of it off site in accordance with Federal, State and local laws.
- The Contractor will follow Maine DOT CWR policy when installing ties
- The Contractor will be responsible for pickup and removal of used spikes from the rail line in accordance with all Federal, State and local laws

- **Measurement and Payment**

Installed Cross Ties and Removal and Disposal of Cross Ties will be measured by each tie, complete in place and accepted. The Department will pay for the accepted quantity of Installation of Cross Ties at the Contract Unit price per Each, such payment being full compensation for all labor, equipment, materials, and all other necessary incidentals for satisfactory completion of the work. The final quantity will be the amount actually installed or removed. Waste and unauthorized use of the material will be deducted from the final quantity amount.

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

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

**Title of Project** -----Rail Tie Replacement

**Location of Project** -- Newcastle, Wiscasset, Woolwich, Bath and Brunswick in Lincoln County, **Sagadahoc** and Cumberland Counties

**2010 Fair Minimum Wage Rates  
 Heavy & Bridge Sagadahoc County**

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asbestos/Lead Removal	\$17.00	\$0.85	\$17.85	Ironworker - Structural	\$22.00	\$6.36	\$28.36
Backhoe Loader Operator	\$28.88	\$4.13	\$33.01	Laborers/Helper/Tender	\$13.74	\$0.88	\$14.62
Blaster	\$14.50	\$1.91	\$16.41	Laborer - Skilled	\$16.00	\$3.42	\$19.42
Boilermaker	\$30.19	\$16.99	\$47.18	Line Erector, Power	\$21.94	\$4.14	\$26.08
Boom Truck Operator	\$17.00	\$3.13	\$20.13	Loader Op, Front-End	\$14.00	\$1.44	\$15.44
Bulldozer Operator	\$17.35	\$2.64	\$19.99	Mechanic - Maintenance	\$20.22	\$4.62	\$24.84
Carpenter	\$19.00	\$5.02	\$24.02	Millwright	\$22.50	\$7.12	\$29.62
Carpenter - Rough	\$17.01	\$4.16	\$21.17	Painter	\$14.00	\$0.54	\$14.54
Cement Mason/Finisher	\$17.00	\$1.30	\$18.30	Pile Driver Operator	\$23.91	\$3.99	\$27.90
Commun Equip Installer	\$13.80	\$1.11	\$14.91	Pipe/Stm/Sprkler Fitter	\$24.00	\$7.66	\$31.66
Commun Trans Erectr	\$18.00	\$6.76	\$24.76	Pipelayer	\$21.50	\$9.37	\$30.87
Crane Op =>15 Tons	\$22.00	\$5.40	\$27.40	Plumber - Licensed	\$21.50	\$3.77	\$25.27
Driller - Rock	\$15.50	\$8.28	\$23.78	Plumber Helper - Lic	\$16.00	\$3.06	\$19.06
Electrician, Licensed	\$23.50	\$5.31	\$28.81	Rigger	\$24.00	\$4.73	\$28.73
Electrician Hlpr (Licensed)	\$15.00	\$1.50	\$16.50	Roller Operator - Earth	\$12.80	\$2.35	\$15.15
Excavator Operator	\$15.00	\$3.18	\$18.18	Sheet Metal Worker	\$23.38	\$16.12	\$39.50
Fence Setter	\$13.00	\$1.33	\$14.33	Truck Driver - Light	\$15.75	\$2.17	\$17.92
Flagger	\$13.40	\$2.05	\$15.45	Truck Driver - Medium	\$14.70	\$5.84	\$20.54
Grader/Scraper Operator	\$17.39	\$3.67	\$21.06	Truck Driver, Heavy	\$12.75	\$1.44	\$14.19
Insulation Installer	\$16.00	\$6.19	\$22.19	Truck Driver, Tractor Trlr	\$16.00	\$1.91	\$17.91
Ironworker - Reinforcing	\$21.15	\$17.05	\$38.20				

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

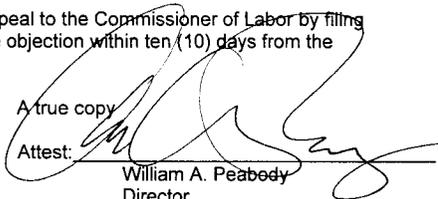
Welders are classified in the trade to which the welding is incidental.

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

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

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

Determination No: HB-015-2010  
 Filing Date: 2010  
 Expiration Date: 12-31-2010

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

BLS 424HB (R2010) (Heavy & Bridge Sagadahoc)

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

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

**Title of Project** ----- Rail Tie Replacement

**Location of Project** -- Newcastle, Wiscasset, Woolwich, Bath and Brunswick in Lincoln County, Sagadahoc and Cumberland Counties.

**2010 Fair Minimum Wage Rates  
 Heavy & Bridge Lincoln County**

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asbestos/Lead Removal	\$17.00	\$0.85	\$17.85	Ironworker - Structural	\$22.00	\$8.95	\$30.95
Backhoe Loader Operator	\$28.88	\$4.13	\$33.01	Laborers/Helper/Tender	\$13.92	\$1.34	\$15.26
Blaster	\$14.50	\$1.91	\$16.41	Laborer - Skilled	\$16.38	\$3.37	\$19.75
Boilermaker	\$30.19	\$16.99	\$47.18	Line Erector, Power	\$21.94	\$4.14	\$26.08
Boom Truck Operator	\$17.00	\$3.13	\$20.13	Loader Op, Front-End	\$14.00	\$1.44	\$15.44
Bulldozer Operator	\$17.35	\$2.64	\$19.99	Mechanic - Maintenance	\$19.57	\$5.41	\$24.98
Carpenter	\$19.00	\$5.02	\$24.02	Millwright	\$22.50	\$7.12	\$29.62
Carpenter - Rough	\$17.00	\$4.42	\$21.42	Painter	\$14.00	\$0.54	\$14.54
Cement Mason/Finisher	\$17.00	\$1.30	\$18.30	Pile Driver Operator	\$23.91	\$3.99	\$27.90
Commun Equip Installer	\$13.80	\$1.11	\$14.91	Pipe/Stm/Sprkler Fitter	\$24.00	\$9.66	\$33.66
Commun Trans Erectr	\$18.00	\$6.76	\$24.76	Pipelayer	\$21.50	\$9.37	\$30.87
Crane Op =>15 Tons	\$19.50	\$5.40	\$24.90	Plumber - Licensed	\$21.50	\$3.77	\$25.27
Driller - Rock	\$16.00	\$9.13	\$25.13	Plumber Helper - Lic	\$16.00	\$3.06	\$19.06
Electrician, Licensed	\$23.50	\$5.31	\$28.81	Rigger	\$23.00	\$2.87	\$25.87
Electrician Hlpr (Licensed)	\$15.25	\$1.72	\$16.97	Roller Operator - Earth	\$12.80	\$2.35	\$15.15
Excavator Operator	\$15.00	\$3.18	\$18.18	Sheet Metal Worker	\$23.38	\$16.12	\$39.50
Fence Setter	\$13.00	\$1.33	\$14.33	Truck Driver - Light	\$15.75	\$2.17	\$17.92
Flagger	\$13.40	\$2.05	\$15.45	Truck Driver - Medium	\$14.70	\$5.84	\$20.54
Grader/Scraper Operator	\$17.39	\$3.67	\$21.06	Truck Driver, Heavy	\$12.75	\$1.44	\$14.19
Insulation Installer	\$16.00	\$6.19	\$22.19	Truck Driver, Tractor Trlr	\$17.97	\$5.07	\$23.04
Ironworker - Reinforcing	\$21.15	\$17.05	\$38.20				

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

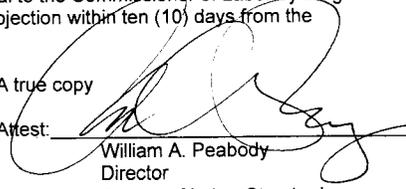
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Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

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Determination No: HB-015-2010  
 Filing Date: \_\_\_\_\_, 2010  
 Expiration Date: 12-31-2010

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

BLS 424HB (R2010) (Heavy & Bridge Lincoln)

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

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

**Title of Project** ----- Rail Tie Replacement

**Location of Project** -- Newcastle, Wiscasset, Woolwich, Bath and Brunswick in Lincoln County, Sagadahoc and Cumberland Counties

**2010 Fair Minimum Wage Rates  
 Heavy & Bridge Cumberland County**

Occupation Title	Minimum	Minimum	Total	Occupation Title	Minimum	Minimum	Total
	Wage	Benefit			Wage	Benefit	
Asbestos/Lead Removal	\$17.00	\$0.85	\$17.85	Ironworker - Structural	\$21.50	\$6.25	\$27.75
Backhoe Loader Operator	\$28.88	\$4.13	\$33.01	Laborers/Helper/Tender	\$13.00	\$1.33	\$14.33
Blaster	\$14.50	\$1.91	\$16.41	Laborer - Skilled	\$15.78	\$2.23	\$18.01
Boilermaker	\$30.19	\$16.99	\$47.18	Line Erector, Power	\$22.99	\$4.53	\$27.52
Boom Truck Operator	\$17.00	\$3.13	\$20.13	Loader Op, Front-End	\$14.00	\$1.44	\$15.44
Bulldozer Operator	\$17.35	\$2.64	\$19.99	Mechanic - Maintenance	\$19.75	\$4.66	\$24.41
Carpenter	\$19.00	\$4.42	\$23.42	Millwright	\$22.25	\$6.46	\$28.71
Carpenter - Rough	\$17.01	\$2.64	\$19.65	Painter	\$14.00	\$0.54	\$14.54
Cement Mason/Finisher	\$17.00	\$1.30	\$18.30	Pile Driver Operator	\$23.91	\$3.99	\$27.90
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Commun Trans Erectr	\$19.20	\$2.91	\$22.11	Pipelayr	\$24.00	\$12.42	\$36.42
Crane Op =>15 Tons	\$22.00	\$5.40	\$27.40	Plumber - Licensed	\$21.50	\$3.77	\$25.27
Driller - Rock	\$16.00	\$9.13	\$25.13	Plumber Helper - Lic	\$16.00	\$3.06	\$19.06
Electrician, Licensed	\$27.83	\$5.31	\$33.14	Rigger	\$24.00	\$4.73	\$28.73
Electrician Hlpr (Licensed)	\$16.50	\$2.57	\$19.07	Roller Operator - Earth	\$12.80	\$2.35	\$15.15
Excavator Operator	\$15.00	\$3.18	\$18.18	Sheet Metal Worker	\$23.38	\$16.12	\$39.50
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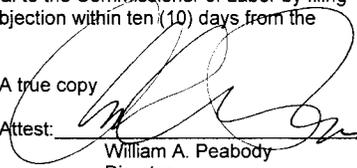
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Determination No: HB-015-2010  
 Filing Date: April 6th \_\_\_\_\_, 2010  
 Expiration Date: 12-31-2010

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

BLS 424HB (R2010) (Heavy & Bridge Cumberland)

March 14, 2007  
Supersedes March 3, 1966  
Non-federal Projects Only

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

**SPECIAL PROVISION**  
**SECTION 107**  
**Time**  
**(Contract Time)**

1. The completion date for this project is August 31, 2010.
2. Work can be performed at any day within the secured permit dates except Saturdays, Sundays, Holidays and state government closure days, unless expressly specified otherwise in this Contract. 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. State government closure days include but may not be limited to May 28, 2010, July 2, 2010, August 6, 2010, and September 3, 2010. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.
3. Contractor will be allowed to commence work and end work daily according to the Department of Marine Resources Sunrise/Sunset Table at the following Web address ([http://www.maine.gov/dmr/sunrise\\_table.htm](http://www.maine.gov/dmr/sunrise_table.htm)). Contractor will be begin Work at Sunrise and must be off the tracks before Sunset.

## **SPECIAL PROVISIONS**

Contract Administrator The contract administrator for this contract will be:

Name: Jeff Beecher  
Title: Transportation Maintenance Manager Railroads  
Address: Maine DOT  
16 State House Station  
Augusta, ME 04333

The Contractor shall contact Jeff Beecher, Maintenance Manager Railroads, in order to coordinate the work. The Contractor shall submit invoices to the Transportation Maintenance Manager Railroads at completion of the contract or monthly.

Changes The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

Quality and Standards The Contractor shall comply with all contract requirements in performance of the work. If there is no applicable standard set forth in this Contract for a particular item of work, then the Contractor shall perform that item of work in accordance with industry standards prevailing at the time of bid.

Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. 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.

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.

SECTION 102  
BIDDING

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

102.7.1 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, the completed Contractor Information Sheet, a Bid Bond or Bid Guarantee, 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."

SECTION 103  
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: "After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible and qualified to perform the Work."

103.5 Award Conditions Delete the last sentence in its entirety and replace with "All items must be delivered to the Department's Bureau of Maintenance and Operations."

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 Agreement, 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 Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Department signs the contract.

SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

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

104.3.8B State Wage Rates and Labor Laws The State wage rates enclosed apply to this project.

SECTION 105  
GENERAL SCOPE OF WORK

105.2.1 Contractor's Safety Program Add the following after the fourth sentence in paragraph 1:

“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 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.”

SECTION 108  
PAYMENT

108.2 Progress Payments Delete the entire section.

108.3 Retainage Delete the entire section.

Invoices and Payments Itemized invoices shall be submitted to the MaineDOT Contract Administrator at completion of the project or on a monthly basis for review and approval. Invoice approval will be based on the prices bid and the completion of acceptable work. The Department will make payment based upon invoices provided by the Contractor and approved by the Department. At a minimum invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Service
- Description and location of the Work.

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. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.

No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

The Department may withhold payments claimed by the Contractor on account of:

- Incomplete, Inaccurate or Incorrect Invoices
- Defective or Non-conforming Work.
- Damage to a third party.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of the Contractor to make payments to Subcontractors or for Materials or labor.
- Regulatory non-compliance or enforcement.
- All other causes that the Department reasonably determines negatively affect the State's interest.

## SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment Third sentence, delete the words "subsections (A) - (E)"

### 109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; "a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if

the Project falls within the geographic boundaries prescribed under the disaster declaration.”

109.7.2 Basis of Payment Replace with the following: “Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A 15 % markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs if determined by the Department to be lower.
5. Time.
6. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

#### 109.7.5 Force Account Work

##### C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased...”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor’s portion of the Force Account Work.”

## SECTION 110 INDEMNIFICATION, BONDING AND INSURANCE

Railroad Protective Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry Railroad Protective liability insurance in an amount not less than \$1,000,000.00.

Sections of this insurance provision are repeated here from the Standard Specifications for clarity:

110.3 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, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

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

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

110.3.3 Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

110.3.8 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.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.