



Paul R. LePage  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

May 29, 2015  
Subject: DOT HQ HVAC  
NO WIN: PH20150513HVAC  
Location: **Augusta DOT HQ**  
**Amendment No. 2**

David Bernhardt  
COMMISSIONER

Dear Sir/Ms:

Make the following change to the Bid Documents:

See attached Sign-up Sheets.

In the Contract Book:

**REMOVE** pages 11 thru 16, "CONTRACT AGREEMENT", and **REPLACE** with the attached revised "CONTRACT AGREEMENT", 3 pages, 2 copies, amended 5/27/2015.

**REMOVE** pages 20 thru 34, "APPENDIX A, SPECIAL PROVISIONS, SPECIFICATIONS OF WORK TO BE PERFORMED", dated April 29, 2015 and **REPLACE** with the attached revised "APPENDIX A, SPECIAL PROVISIONS, SPECIFICATIONS OF WORK TO BE PERFORMED", 15 pages dated 5/29/2015.

The following questions have been received:

**Question:** Is the water softener part of the bid and if so will we be required to provide salt and fill container as needed?

**Response:** The water softener and salt supply on level one will be the responsibility of the MaineDOT.

**Question:** Is the backflow preventers testing part of the bid?

**Response:** The testing of the backflow preventers will be part of this bid. See revised attached Appendix A.

**Question:** Is the Liebert "Crac" unit part of the bid?

**Response:** No



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**Question:** Is the Box style filters part of annual maint. these have only been done every three years in the past.

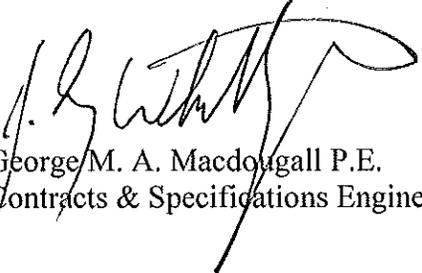
**Response:** No, the large box filters will be maintained under a separate work order.

**Question:** Is the controls for the building under a separate contract with Honeywell typical of the state buildings?

**Response:** Yes, Honeywell will be the control contractor during the duration of this contract.

Consider this change and information prior to submitting your bid on **June 3, 2015.**

Sincerely,

  
George M. A. Macdonald P.E.  
Contracts & Specifications Engineer

Sign In Sheet for MaineDOT HVAC Maintenance Services  
 May 27, 2015

Company Name	Name (Printed)	Name (Signature)
Mechanical Services Inc	TRANS WHEELER	<i>[Signature]</i>
PULLEN BROS. INC.	MARK PULLEN	<i>[Signature]</i>
Rudigow Mechanical	David M. CURR	<i>[Signature]</i>

Sign In Sheet for MaineDOT HVAC Services  
May 29, 2015

Company Name	Name (Printed)	Name (Signature)
AAA Energy	Donald Brewer	

CTM: \_\_\_\_\_  
TEDOCS# \_\_\_\_\_  
CSN \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED MAINTENANCE WORK**

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

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

The following attachments are hereby incorporated into this Contract by reference:  
Appendix A – Special Provision - Specifications of Work to be Performed  
Appendix B – Special Provisions for State Funded Transportation Related  
Maintenance Work

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

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **HVAC Preventative Maintenance & Repair Work at the MaineDOT Headquarters Building, in Augusta, Maine.**

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

This contract commences on July 1, 2015 or when executed, whichever is latest and expires on June 30, 2016. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

**C. Price.**

The quantities given in the Schedule of Items in Appendix A of the Bid Package will be used as the basis for determining the original contract amount and the amount of this offer is \_\_\_\_\_  
\$\_\_\_\_\_. The Maine DOT does not guarantee the use of any or all of the Contract amount.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

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

CONTRACTOR

\_\_\_\_\_  
Date

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

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Name and Title Printed)  
Maintenance & Operations

CTM: \_\_\_\_\_  
TEDOCS# \_\_\_\_\_  
CSN \_\_\_\_\_

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

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

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

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work

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

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **HVAC Preventative Maintenance & Repair Work at the MaineDOT Headquarters Building, in Augusta, Maine.**

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

This contract commences on July 1, 2015 or when executed, whichever is latest and expires on June 30, 2016. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

**C. Price.**

The quantities given in the Schedule of Items in Appendix A of the Bid Package will be used as the basis for determining the original contract amount and the amount of this offer is \_\_\_\_\_  
\$\_\_\_\_\_. The Maine DOT does not guarantee the use of any or all of the Contract amount.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above.

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

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

CONTRACTOR

\_\_\_\_\_  
Date

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

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Name and Title Printed)  
Maintenance & Operations

APPENDIX A  
SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

SCHEDULE OF ITEMS  
HVAC PREVENTATIVE MAINTENANCE & REPAIR

Contractor \_\_\_\_\_

Bidders are required to bid and complete all Items.

Bid prices must be quoted as specified on this worksheet. The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed
- c) the unit price/lump sum price for any item is not provided or is unreadable
- d) the Bid contains any handwritten changes to the bid documents such as: additional charges for transportation, supplemental fees or surcharges

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

**Scoring**

The Bids will be scored on the basis of the following weighted criteria:

Criteria	Weight
1. Price	95%
2. Economic Impact within the State of Maine	5%

The scoring formula for price is: (Lowest submitted cost bid / Cost of bid being scored) x 95 = pro-rated score. The contract award will be made to the bidder whose Bid receives the Committee's highest score following the final review.

Augusta Headquarters  
 HVAC Preventative Maintenance & Repair  
 May 29, 2015

**1. Price**

Bidders are required to bid all Items.

Description	Estimated Quantities & Units	Unit Price \$	Bid Amount \$ Est Quantity X Unit Price
Annual Heating Preventive Maintenance and Service Work	1 Lump Sum	\$	\$
Annual Ventilation and Air Conditioning Preventive Maintenance and Service Work	1 Lump Sum	\$	\$
Regular Hourly Rate - Hourly rate for repair/emergency services at this site, (6:00am – 5:00pm)	<u>300</u> Hrs.	\$ _____ Per Hr.	\$
<b>TOTAL BID</b>			\$

For clarification, refer to Measurement and Payment in Appendix A.

**2. Economic Impact within the State of Maine (5 points)**

In addition to bid prices, each Bidder is required to check the boxes below to indicate their Economic Impact upon the State of Maine. The term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine Economy and public revenues within the State of Maine. "Currently" is defined as within the last twelve months.

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| Bidder currently employs Maine residents  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Bidder currently pays Maine corporate and/or income taxes                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Bidder currently pays property taxes to government entities in Maine                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Bidder currently purchases inventory, supplies and/or services<br>from Maine businesses | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Bidder currently has other Economic Impact upon Maine                                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Bidders are required to follow the format and respond to all questions and instructions specified in the "Schedule of Items". It is the responsibility of the Bidder to provide all information requested in the bid package at the time of submission prior to the date and time specified in the Notice to Contractors. For each "yes" box checked, the bidder will receive one point. For each "no" box checked, the bidder will receive no points. For each question a bidder checks neither or both boxes, the bidder will receive no points. Bidders shall take careful note that in scoring a bid submission, the Department will consider only the boxes checked for scoring purposes and that additional comments and conditional language will not affect the scoring.

\_\_\_\_\_  
(Print Respondent's Name & Title)

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

## **MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting will be held at the Augusta Maine Department of Transportation Headquarters Facility located at 24 Child Street, Augusta, Maine at the time stated in the Notice to Contractors. Only Contractors that attend the meeting and sign in will be allowed to bid. Following the pre-bid meeting, the sign in sheet for the meeting will be included with a written bid amendment available at <http://www.maine.gov/mdot/contractors/>.

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the "Request for Information" form. RFI's may be faxed to the number listed in the Notice to Contractors, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to the address in the Notice to Contractors in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the "Request for Information" form.

The Department is not bound by any oral, written or other representations, including information exchanged verbally at pre-Bid meetings. The Department will issue a written Bid Amendment in response to questions from Bidders when the answers: (A) relate to ambiguous, incorrect, or missing information in the Bid Documents; (B) are not apparent to Contractors experienced in the type of Work covered by the potential Contract; and (C) could have a significant impact on the cost, quality, conformity or timeliness of the Work.

## **AS BUILT PLANS AND c. 2001 HVAC SPECIFICATIONS**

Before submitting a Bid, the Bidder is responsible for: (A) obtaining and examining the Plans, Specifications, all Bid Amendments, and all other Bid Documents; (B) examining the As Built Information, the c. 2001 MaineDOT Headquarters HVAC Construction Specifications and all other information provided or referenced in the Bid Documents; (C) examining the site(s) of Work and making other examinations and investigations that are needed to Make the Bidder fully aware of the conditions that would be encountered in performing the Work, and (D) communicating with the Department as provided in Section 102.5 - Communication Before Bid Opening.

The Department has made available as-built plans and specifications noting existing conditions and equipment from 2003. In 2014, the propane gas burners were changed to natural gas burners. The Bidder shall be responsible to verify all existing conditions and equipment. Bidders are obligated to examine and obtain existing equipment, system and condition information. The As Built Plans and c. 2001 MaineDOT Headquarters HVAC Construction Specifications may be accessed at the Department's web site. The Department shall not be responsible for the Bidders' and Contractors' interpretations of

or estimates or conclusions drawn from the As Built Information and Specifications. Data provided may not be representative of the actual current conditions and equipment.

## **Heating, Ventilation, and Air Conditioning Services**

The MaineDOT is accepting Bids with intent to award a contract for the purpose of providing the MaineDOT Headquarters Facility, located at 24 Child Street, Augusta, with preventive maintenance and repair services for heating, ventilation, air conditioning units. The contract will be awarded for a one year period starting on the Contract execution date, with the option to extend up to three (3) additional years on an annual basis at the Department's discretion.

During the year, approximately 100 work orders were issued for services from Ventilation filter changes to pipe repairs. This does not guarantee the annual amount for services under this contract.

Contract Administrator the Contract Administrator for this contract will be:

Scott Gray, Facility Manager  
MaineDOT  
24 Child St  
Augusta, Me. 04333

The Contractor shall contact the Contract Administrator, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

### Contractor Requirements

Contractor must have at least 5 years' experience successfully maintaining and repairing commercial/industrial systems and equipment larger and more complex than or substantially equal to that located at the physical plant located at 24 Child Street. This experience must include central air handling units, gas heating, outdoor air conditioning units, air energy recovery units, humidification units, ductwork, maintaining indoor air quality and automatic temperature controls. **Contractor's employees shall possess licenses as required by the State of Maine including boiler operator, electrician, and/or plumber licenses.**

Contractor may be requested to submit copies of licenses or certificates when required by the State of Maine, the manufacturer or by the Department. **As a condition for Award of the Contract, the Department may require an apparent successful Bidder**

to demonstrate to the Departments satisfaction that the bidder is responsible and qualified to perform the Work. The Department will provide the bidder with a written notice and may require the bidder to provide written documentation regarding successful completion of projects of similar size and scope to be considered for the award of this contract. This requirement includes written documentation of the experience of the General Contractor and/or subcontractor(s) who will be performing the Work specified in the contract documents, a list of recent experience in similar construction projects, including;

1. the name of the owner for whom the work was performed,
2. the name and telephone number of a contact person,
3. a description of the work performed,
4. the total cost of each project, and
5. the names(s) of your subcontractor's, project superintendent(s) and foremen who had direct supervisory responsibility for the projects listed.

Said experience shall include, as a minimum, at least one (1) project of equal or greater complexity as the work required by this Contract completed in the last (5) years. A statement of the bidder's qualifications that includes the personnel and equipment available for the work, shall be included.

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder must provide all of the items within 7 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department. Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified and has the experience, personnel and equipment and has completed projects of a similar size and scope to properly carry out the terms of the Contract. This review does not modify the Contractor's duty to comply with the contract documents.

The Department may determine:

1. Bidder is not qualified to properly carry out the terms of the Contract and the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department
2. Bidder qualified and submission reviewed with notes, no resubmission required
3. Bidder qualified and submission reviewed with notes resubmission required.

The Contractor must have the necessary personnel and equipment mobilized and be on site within 2 hours or less when MaineDOT has determined an Assignment is an emergency.

The Contractor must provide and maintain a current contact list with phone numbers and e-mail addresses in order to be contacted 24 hours a day, 7 days a week for emergency services.

The Contractor must:

- Work effectively with minimum supervision.
- Adhere to of all national and local Codes, Industry Standards and OSHA requirements and have the knowledge to do so.
- Provide all tools and equipment needed to perform required duties.
- Provide a reliable service truck to provide transportation for employee's to and from jobsite. Vehicle must carry all tools, supplies, and equipment needed for job duties.
- Comply with established safety guidelines and procedures and provide all Personal Protective Equipment needed to perform job duties
- Adhere to the Contractor's comprehensive Lockout/Tagout policy and have the knowledge and willingness to do so.

#### Contract Time

The Contractor will be allowed to commence work on or after the execution date.

Heating Units - are to be serviced between September 1<sup>st</sup> and October 1<sup>st</sup>, and Must be scheduled and coordinated prior to this date with the Contract Administrator.

Cooling units – are to be serviced between April 1<sup>st</sup> and May 1<sup>st</sup>, and must be scheduled and coordinated prior to this date with the Contract Administrator.

#### Scope and Specifications of Work to be Performed

The Contractor is to perform preventive maintenance and repair services for heating, ventilation and air conditioning units at the MaineDOT Headquarters Facility in Augusta, Maine. This includes providing all labor and furnishing all equipment, supplies, materials and other applicable tools/items needed to maintain and repair all the HVAC at MaineDOT 24

Child Street, Augusta, Me., **except the control work handled by** BGS. All Work shall be performed by a licensed technician and shall be performed in accordance with manufacture recommendations and specifications. All parts shall be manufacturer original or recommended.

**A. Repair Work**

1. Repair Work shall include Work not included in the Preventative maintenance work which may be discovered, recommended and approved during annual maintenance **or assigned by the Department at a different time.** **Each specified task or amount of work shall be an "Assignment". Contractors are required to accept and perform all Assignments. The Department and the Contractor shall mutually agree to scope and schedule prior to the Contractor beginning the Assignment.** The Contract Administrator for Maintenance/Repair/Emergency Work or their designated representative must approve all Repair Work, prior to the Work being performed. The scope of work covered under this contract includes repairing existing heat and air conditioning units and is not intended to be used for replacing and installing new equipment. Major or extensive work to systems and replacements, **as determined by the Department,** will be bid and contracted separately.
2. The Contractor shall perform repair **Assignments** to HVAC at 24 Child Street as **determined** by MaineDOT during regular business hours of 6:00 a.m. to 5:00 p.m. unless otherwise authorized by MaineDOT. The Contractor is to receive prior approval from the Contract Administrator for parts orders over \$500.00 for any one repair. Miscellaneous items and materials shall not be billed separately, but shall be considered incidental to related items. Service and parts needed over and above what was originally authorized must be authorized by Contract Administrator or designee prior to any work performance or replacement. Invoices shall show the itemized list of parts and materials and the associated costs.
3. When the Department determines that the Assignment is an emergency the Contractor has ½ hour to reply to notification, and accept or decline, if the Contractor accepts the Assignment they must be on site within 2 hours after notification. If they do not show up we may assign to another Contractor. In an Emergency situation the Contractor will be notified by email or called by phone and must have 24/7 coverage to respond.

- B. Preventive Maintenance Services** – The Contractor shall annually perform preventive maintenance service as described below on all HVAC equipment at the MaineDOT Headquarters in Augusta. **Gas heating and Humidification Units shall be considered to be an Assignment. Air Conditioning Units shall be an "Assignment."**

C. **Additional work:** All requests for work that will require additional payment must be in writing. Work will not start until approval is in writing from the owner's representative. Failure to obtain written approval may result in non-payment. Emergency repairs may be made without prior authorization when public safety is a concern. In situations as this, make the repairs to protect the public or employees safety and immediately contact the owner. Unless otherwise noted, request for additional work must be made two weeks prior to the work being started

D. **Service reports:** Service reports stating date, time, technician's name, work completed, location of unit, unit type and noting any obvious problems or recommendations for repairs will be completed with one copy submitted to the Contract Administrator and another copy left on site. Completed service will be approved and reports signed by the Department before processed for payment.

**E. Testing Backflow: Preventers shall be tested as per municipality.**

1. **Gas Heating & Humidification Units - The Annual Heating Preventive Maintenance and Service Work shall be performed annually between September 1 and October 1.**

Contractors shall understand and follow manufacturer's recommendations. Work shall include but is not limited to the following:

1. All safety devices will be cleaned, overhauled and adjusted as necessary.
2. All furnaces and heat exchangers will be cleaned and inspected.
3. All controls will be cleaned and calibrated.
4. All electrical connections will be inspected and tightened if required.
5. All corroded components will be cleaned and reported.
6. All units will be started to ensure trouble-free operations.
7. All heating equipment will be fired, tested and adjusted for maximum efficiency.
8. All burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
9. All filters will be replaced with pleated filters
10. All motors, bearing, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
11. All motors, pumps, fans couplings, seals and mounts will be inspected and adjusted.
12. Drive belts will be inspected and replaced as required.
13. Defective and inoperative equipment will be identified and reported immediately to Contract Administrator.

(a) One additional visit during the heating season (January) will be scheduled with Maine DOT personal to make adjustments for maximum efficiency, perform operational inspection, and identify defective and inoperative equipment of all covered heating units.

2. **Ventilation and Air Conditioning Units- The Annual Ventilation and Air Conditioning Preventative Maintenance and Service Work is to be performed by** May 1<sup>st</sup> and once during the cooling season of each contracted year. All Work must be scheduled and coordinated with Contract **Administrator**. Work is to be performed during Straight Time hours unless otherwise authorized.

Preventive maintenance service will follow the manufacturer's recommendations to each unit and shall include but not be limited to the following:

1. Equipment will be cleaned and inspected for proper airflow.
2. Coils and blowers will be inspected, brush-cleaned and vacuumed
3. Disposable filters will be replaced with pleated filters and washable filters will be cleaned.
4. Motors, pumps, fans, couplings, seals and mounts will be inspected and checked for proper operation and condition.
5. Motors, bearings, automatic valves and other equipment requiring lubrication will be lubricated as required and adjusted.
6. Safety Devices will be cleaned and checked for proper operation.
7. OEM temperature controls will be cleaned and calibrated.
8. Electrical connections will be inspected and tightened.
9. Drive belts will be replaced, aligned and tensioned.
10. Air conditioning and ventilation equipment will be tested and adjusted for maximum efficiency.
11. Defective and inoperative equipment will be identified and reported immediately.

One additional visit during the cooling season (July) will be scheduled and performed to make adjustments for maximum efficiency, perform operational inspection, and identify defective and inoperative equipment of all covered units.

3. **Direct Digital Control software-** Existing control software is Honeywell EBI system. Issues or concerns with Honeywell Controls will be coordinated with MaineDOT personnel and/or the Bureau of General Services. Work is to be performed during MaineDOT operating hours unless otherwise authorized.

Operational problems discovered during the inspection are to be noted on the service report along with the estimated cost (if any) to correct the problem.

#### Allowable Work Times

The Contractor shall perform work only during the following times Monday through Friday, 6:00 AM through 5:00 PM except for they may not work on holidays as defined in Appendix B unless otherwise directed by the Department.

The Contractor may choose to perform work outside Straight Time hours of operation for their convenience. The Contractor will be reimbursed for this work at straight time rates. Work is to be performed during MaineDOT operating hours unless otherwise authorized by the Contract Administrator.

#### Measurement and Payment

Annual Heating Preventative Maintenance and Service Work will be paid for at the contract unit price, performed and accepted. Payment will be full compensation for supervision, labor, equipment, materials, parts, supplies, and other incidentals necessary to perform the Work **including listed work, work to meet manufacturer's recommendations and the additional visit during January.**

Annual Heating Ventilation and Air Conditioning Preventative Maintenance and Service Work will be paid for at the contract unit price, performed and accepted. Payment will be full compensation for supervision, labor, equipment, materials, parts, supplies, and other incidentals necessary to perform the Work, **including listed work, work to meet manufacturer's recommendations and the additional visit during the cooling season.**

The Contractor will be paid for approved and accepted Repair Work and Additional Work by the hour for each hour Repair Work and Additional Work is performed at the contract unit price per hour. Overtime will be paid at the contract unit price per hour at time and ½. Sundays and Holidays will be paid at the contract unit price per hour at double time.

No expenses, mileage, meals or phones will be paid.

Hourly Work will be measured as Straight Time when the work is performed Monday through Friday from 6 AM to 5 PM.

Hourly Work will be measured as Overtime when the work hours occur on Saturday or extend after 5 PM or before 6 AM Monday through Friday.

Hourly Work will be measured as Sundays and Holiday when the work is performed on Sunday or a holiday as defined in Appendix B.

Service truck or vehicle not paid separately, but will be considered incidental to the contract items.

All Travel time including traveling to and from the job site and picking up any parts and materials will be considered incidental.

Mobilization will not be paid for separately and shall be considered incidental.

For the purpose of billing the Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site. The total amount of hours will rounded off to the nearest ¼ hour.

The Contractor shall not begin performing any additional work beyond the scope and requirements listed in the Assignment and Appendix A, without first obtaining written approval from the Department. In the event of additional work, the Contractor must present a written proposal to perform the additional work to the Department. The proposal should provide justification for the necessity of the additional work and estimated cost of parts, material and labor.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work. The contractor shall furnish all necessary tools, equipment, labor and materials for all services considered Additional Work.

Payment for replacement parts associated for Additional Work will be the actual documented cost (invoice cost from the manufacturer) plus an additional mark-up of 15%. The cost associated with the replacement part(s) shall not include installation. Installation cost will be paid for at the appropriate hourly labor rate bid price. Payment for the shipping and handling of replacement parts associated for Additional Work will be the actual documented cost (invoice cost from the manufacturer) with no mark-up allowed. Miscellaneous items and materials such as rags, gloves, cleaning chemicals shall not be billed separately, but shall be considered incidental to related items. The Department reserves the right to require the Contractor to obtain competitive quotes for parts, were applicable.

MaineDOT will determine which materials will be purchased by the Contractor and which will be purchased by MaineDOT.

The Contractor shall submit an itemized invoice to the Contract Administrator for services bi-weekly, or at the completion of the Assignment for approval and payment.

The Department will pay for accepted Work based upon prices bid and complete and correct invoices.

Assigned work will be performed at the bid rates as stated in the "Schedule of Items". Any item not contained in this "Schedule of Items" will be decided and agreed upon between the MaineDOT and the Contractor in accordance with the terms of this Contract.

#### Subcontracts

Subcontracting must be in compliance with Standard Specifications. The Contractor shall perform at least 90% of the value of the Work with its own Work force.

The Contractor is responsible for assuring that its Subcontractors have sufficient skill and experience to perform the Work properly and for coordinating and managing its Subcontractors to achieve the intent of the Contract. The Department, upon written notice to the Contractor, may require that the Contractor discharge any Subcontractor without cost or liability to the Department. All subcontracts of the Contractor, and all lower tier subcontracts, shall contain or reference all applicable provisions of the Contract. If requested by the Department, the Contractor shall provide the Department with copies of any subcontract or other document that establishes the relationship of the Contractor and any Subcontractors. Subcontractors shall provide signed, valid, and enforceable certificate(s) of insurance with each Subcontract that will comply with The State of Maine, Department of Transportation Standard Specifications under Section 110.3 Insurance including Workers' Compensation, Commercial General Liability and Automobile Liability.

#### 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 Work authorized and performed at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

Default and Termination of Assignment The Contractor is in Default of the Assignment if **the Department determines that** the Contractor:

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements or Scope and Specifications of Work to be Performed*.
- B. Fails to answer or reply to the Department within ½ hour of emergency notification of work.
- C. Fails to commence work or be onsite within 2 hours after accepting an emergency assignment.

- D. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- E. After work on assignment has commenced, fails to continuously work on assignment without Department approval.
- F. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- G. Continues to perform Work after the Department directs that Work be stopped.

If Default and Termination of Assignment occurs, the Department may give written Notice of Default and Termination of Assignment to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may award the Assignment to another Contractor for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Assignment in an acceptable and timely manner.

Upon receiving a 2<sup>nd</sup> Default and Termination of Assignment, the Department may, in addition, consider this 2<sup>nd</sup> notification as a Default and Termination of Contract 2<sup>nd</sup> Incident written warning.

Default and Termination of Contract The Contractor is in Default of the Contract if the **Department determines that the** Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Assignment or Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment,
- C. Fails to perform Work when specified in the Assignment.
- D. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Discontinues the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 days upon receipt of verbal warning, for an emergency Assignment within 2 hours after notification the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract (C) for if an emergency will count as 1<sup>st</sup> incident and no time to cure.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Assignment in an acceptable and timely manner. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices.

SPECIAL PROVISIONS  
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

101.2 Definitions Contract Completion Date Delete the entire section and replace with the following:

“The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form.”

101.2 Definitions Contract Execution Delete the entire section and replace with the following:

“Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department.”

101.2 Definitions Contractor Delete the entire section and replace with the following:

“After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, “Contractor,” with a lower case “c,” may mean a firm engaged in construction Work.

SPECIAL PROVISION SECTION 102  
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project or Work location, WIN (if applicable) and/or Title, and the words "Bid Enclosed". 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 Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.11.2 Curable Bid Defects A. Change "Contract Agreement Offer and Award forms" to Contract form.

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5, **including a valid, compliant certificate of insurance within 7 Days** of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

"The properly completed and signed Contract 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 and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed."