

Modular Office Building

WIN 25230.00

Searsport

2019

Updated 4/28/2017

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

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

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Agreement, Offer & Award form, e) a Bid Guaranty, f) the completed Contractor Information Sheet, and g) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

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

3. Include prices for all items in the Schedule of Items.
4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
 - c) an electronic bid bond submitted with an electronic bid.
5. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - WIN:
 - 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
- WIN:
- Town:
- Date of Bid Opening:
- Name of Contractor:

If a paper Bid is to be sent express, "FedEx First 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, 16 State House Station, Augusta, ME 04333-0016.

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/mainedotdirections.htm>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

WIN:

Town:

Date of Bid Opening:

Name of Contractor:

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, November 2014 Edition.

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 an optional plan holders 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 fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, 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 RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

RFI No: _____

Date _____ **Time** _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s): _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Company Name: _____ **Phone: ()** _____

Email: _____ **Fax:** (____) _____

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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/venbid/index.shtml>

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

☐ Sole Proprietorship

☐ Limited Liability Company

☐ Partnership

☐ Joint Venture

☐ Corporation

☐ Other: _____

(Date)

(Signature)

(Name and Title Printed)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Modular Office Building** in the town/city of "**SEARSPORT**" 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 **August 7, 2019** and at that time and place publicly opened and read. Bids will be accepted from all bidders. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 25230.00

Location: In Waldo County, project is located at the Searsport Maintenance Camp at 290 East Main Street, Searsport, Maine.

Outline of Work: Deliver and assemble a Modular Office Building and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. 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. TTY users call Maine Relay 711.

Bid Documents, plans, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Augusta. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable

There will be no bid bond, performance bond or payment bond required.

This Contract is subject to all applicable State Law.

All work shall be governed by State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
July 17, 2019



BRIAN T. BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF 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/contractors/> . 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)

7/15/2019

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 025230.00

Project(s): 025230.00

SECTION: 1 PROJECT ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	815.00 BUILDING - MODULAR OFFICE BUILDING	LUMP SUM	LUMP	SUM	_____	_____
Section: 1			Total:		_____	_____
			Total Bid:		_____	_____

Paper bids shall be signed in pen and ink. Stamped and copied signatures will not be accepted.

(Print Respondent's Name and Title)

Signature

Date

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 _____ **(Contractor)** a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

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, **WIN 25230.00** for the delivery and assembly of a **Modular Office Building** at the **MaineDOT Searsport Maintenance Camp** in the town of **Searsport**, County of **Waldo**, 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 **September 29, 2019**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Special Provision 107 and Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

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

\$ _____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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 November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement contained herein for design and delivery of:

WIN 25230.00 for Modular Office Building, in the town of Searsport, County of Waldo,

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 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, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any 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: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

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 _____ **(Contractor)** a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

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, **WIN 25230.00** for the delivery and assembly of a **Modular Office Building** at the **MaineDOT Searsport Maintenance Camp** in the town of **Searsport**, County of **Waldo**, 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 **September 29, 2019**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Special Provision 107 and Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

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

\$ _____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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 November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement contained herein for design and delivery of:

WIN 25230.00 for Modular Office Building, in the town of Searsport, County of Waldo,

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 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, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any 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: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

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 (Name of the firm bidding the job) (Contractor) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

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, WIN 1224.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, 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 November 15, 2006. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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 November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement contained herein for construction of:

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay

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 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, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any 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: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

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

Wage Determination - In accordance with 26 MRS §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 title project.

Title of Project -----Modular Office Building-Searsport

Location of Project --Searsport, Waldo County

**2019 Fair Minimum Wage Rates
Building 2 Waldo County
(other than 1 or 2 family homes)**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asbestos/Lead Removal Worker	\$13.25	\$0.82	\$14.07	Ironworker - Structural	\$25.39	\$6.96	\$32.35
Backhoe Loader Operator	\$22.00	\$5.08	\$27.08	Laborers (Incl. Helpers & Tenders)	\$15.50	\$1.08	\$16.58
Boilermaker	\$24.00	\$9.00	\$33.00	Laborer - Skilled	\$17.00	\$2.79	\$19.79
Bricklayer	\$25.00	\$3.46	\$28.46	Loader Operator - Front-End	\$19.00	\$3.00	\$22.00
Bulldozer Operator	\$20.00	\$3.71	\$23.71	Mechanic- Maintenance	\$25.00	\$3.94	\$28.94
Carpenter	\$20.00	\$3.02	\$23.02	Mechanic- Refrigeration	\$26.00	\$5.11	\$31.11
Carpenter - Acoustical	\$19.50	\$2.03	\$21.53	Millwright	\$29.47	\$10.77	\$40.24
Carpenter - Rough	\$16.00	\$2.79	\$18.79	Oil/Fuel Burner Serv & Installer	\$23.00	\$3.51	\$26.51
Cement Mason/Finisher	\$17.95	\$2.79	\$20.74	Painter	\$17.00	\$0.87	\$17.87
Communication Equip Installer	\$22.20	\$3.67	\$25.87	Pipe/Steam/Sprinkler Fitter	\$23.00	\$5.15	\$28.15
Concrete Mixing Plant Operator	\$22.11	\$4.92	\$27.03	Plumber (Licensed)	\$25.00	\$3.91	\$28.91
Crane Operator =>15 Tons)	\$26.39	\$7.43	\$33.82	Plumber Helper/Trainee	\$20.00	\$3.26	\$23.26
Dry-Wall Applicator	\$22.00	\$0.00	\$22.00	Propane /Natural Gas Serv & Inst	\$26.00	\$4.03	\$30.03
Dry-Wall Taper & Finisher	\$22.91	\$1.08	\$23.99	Pump Installer	\$16.13	\$3.14	\$19.27
Electrician - Licensed	\$25.00	\$4.08	\$29.08	Rigger	\$22.25	\$6.60	\$28.85
Electrician Helper/Cable Puller	\$17.00	\$0.94	\$17.94	Roofer	\$16.00	\$2.72	\$18.72
Excavator Operator	\$20.50	\$2.91	\$23.41	Sheet Metal Worker	\$18.96	\$3.34	\$22.30
Fence Setter	\$15.00	\$2.00	\$17.00	Sider	\$16.75	\$1.38	\$18.13
Flagger	\$13.00	\$0.00	\$13.00	Stone Mason	\$21.00	\$0.95	\$21.95
Floor Layer	\$20.00	\$3.06	\$23.06	Truck Driver - Light	\$17.00	\$1.17	\$18.17
Glazier	\$17.25	\$0.89	\$18.14	Truck Driver - Medium	\$19.00	\$3.37	\$22.37
HVAC	\$27.00	\$4.48	\$31.48	Truck Driver - Heavy	\$17.00	\$1.09	\$18.09
Insulation Installer	\$20.25	\$2.88	\$23.13	Truck Driver - Tractor Trailer	\$17.15	\$1.08	\$18.23
Ironworker - Reinforcing	\$16.00	\$2.79	\$18.79	Truck Driver - Mixer (Cement)	\$17.88	\$3.15	\$21.03

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 MRS §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: B2-038-2019

A true copy

Filing Date: March 14, 2019

Attest:



Expiration Date: 12-31-2019

Scott R. Cotnoir
Wage and Hour Director
Bureau of Labor Standards

BLS 424BU (R2019) (Building 2 Waldo)



APPROX. LOC.
FLOOR DRAIN TANK

APPROX. LOC.
FUEL TANK

GARAGE

CREW
QTRS

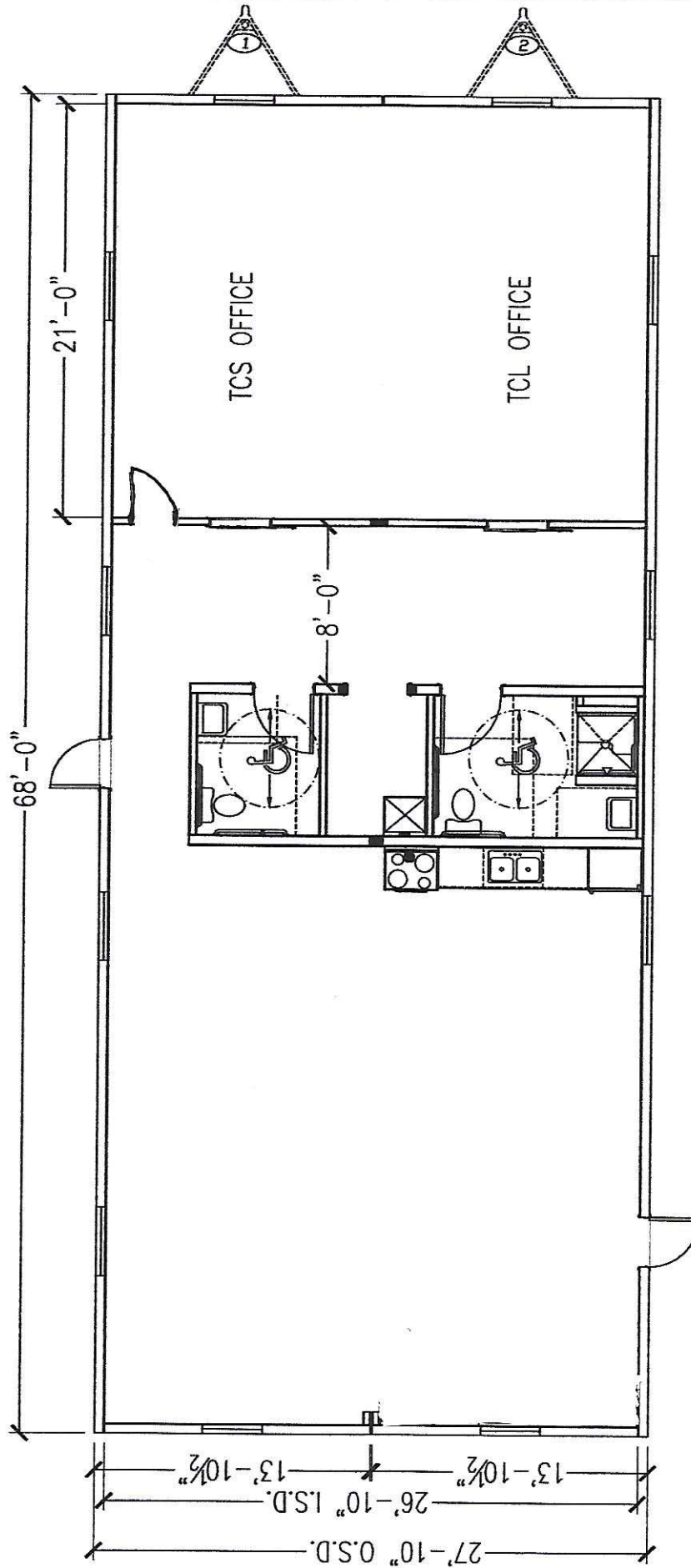
SEPTIC

FILL AREA +/- 11,800 SF

EXISTING FILL AREA +/- 26,500 SF

LAYOUT SCALE





REVISED 12/12/18

Drawing Date: 12/12/18		Project: B00341
Drawing By: Vanguard		Drawing: SP1
Scale: NTS		

CREW QUARTERS
PROPOSED FLOOR PLAN

Vanguard Modular Building Systems
DAVID CURRIER
GENERAL MANAGER
PORTLAND, ME
dcurrier@vanguardmodular.com
(207) 539-8211
www.vanguardmodular.com



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 103
AWARD AND CONTRACTING
(Post-Bid, Pre-Award Qualifications)

Standard Specification Section 103.3 Post-Bid Qualification Delete the entire section and replace with the following:

After Bid Opening and as a condition for Award of the Contract, the lowest responsive bidder must either be prequalified for the Building Construction category by the Maine Department of Transportation or the Department may require an Apparent Successful Bidder that is not prequalified to demonstrate to the Department's satisfaction that the bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work.

If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in modular building construction, delivery and assembly. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

The Contractor shall maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder must have a current, applicable Safety Plan on file with the Department or must submit, prior to Contract award, an acceptable, current Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department.

Post-bid Qualification Submittals

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Contractor does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder and subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five (5) years that highlight the Bidder’s and subcontractors’ related experience. Such information shall include:

1. the Company’s history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor; and
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder’s submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule.

If the Bidder is to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department, the Notice of Post-Bid Qualifications shall so state.

If a current, applicable copy of the Contractor’s Safety Plan is not on file with the Department, the Contractor must submit, an acceptable, current Contractor’s Safety Plan or Project and Site Specific Safety Plan to the Department in accordance with Special Provision Section 105 Safety Plan. The plan shall identify and addresses job hazards of the expected contract work and comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide its OSHA 300 Log and its Experience Modification Rate provided by applicable insurance carrier.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor’s duty to comply with the Contract documents.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be “Not Qualified” or disqualified as non-responsive. Within 14 days, the Department will review the required submittals for completeness, conformity with Federal and State requirements, Contract provisions, applicable laws and regulations of Occupational Safety and Health Administration (OSHA), the current edition of the MUTCD, and Department policy and procedures. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement the Contractor’s Safety Plan or the Project and Site Specific Safety Plan, the TCP or the SEWPCP in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

A Bidder may be determined to be Qualified in accordance with this Special Provision, and still may need to make minor adjustments to the one or more of the plans submitted in order to meet specifications and/or address Department comments. The determination of qualified does absolve the Contractor of the responsibility to submit plans which comply with applicable specifications.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work. The Contractor may still be required to make minor revisions to one or more of the plans submitted prior to starting on site work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience
- C. No Safety Plan or Project and Site Specific Safety Plan or an unacceptable Safety Plan or Project and Site Specific Safety Plan
- D. Default(s) or termination(s) on past or current Contracts.
- E. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- F. Failure to provide Closeout Documentation on past or current Contracts.
- G. Failure to fulfill warranty obligations on past or current Contracts.
- H. Failure to comply with directives of the Department on past or current Contracts.

- I. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- J. Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- K. Failure to accept an Award of a Contract made by the Department to the Contractor.
- L. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- M. Failure to provide information requested by the Department pursuant to this Special Provision.
- N. Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- O. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- P. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Wage Rates)

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 Delete the entire section 104.3.8B.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Working Drawings)

105.7.4 Submittal Requirements: The Contractor shall indicate the order of preference for review and return of Working Drawings and organize all Drawings in the order of their importance.

The Contractor shall submit Working Drawings in electronic form. Submittals shall be sent concurrently to the Resident and the Design Engineer. The Design Engineer will return annotated files through the Department.

At the preconstruction meeting, it will be determined the protocol for transferring files to and from the responsible entities. Such protocol shall include, but not be limited to, a well-defined naming convention and a network for transferring digital files.

The Contractor shall review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Any deviations from specifications, corrections, or field dimensions shall be noted before submitting to the Engineer.

All submittals shall use the same system of units as that used in the Department's Plans.

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Limitations of Operations)

The Contractor must notify the Department 24 hours prior to any change in work schedule.

Work can be performed at any time except Sundays and Holidays and as provided in Special Provision, Section 107, Contract Time.

The Contractor shall notify the Department of the presence of any deteriorated or damaged components of the roof. The Department has 24 hours following such notice to inspect the area and determine the extent, if any, of the replacement or repair. The Contractor shall make provisions to allow safe access to the work for the Department to inspect the work. No components of the roof or other components shall be replaced until authorized by the Department.

SPECIAL PROVISION
SECTION 107
Prosecution and Progress
(Contract Time)

The Contractor will be allowed to commence Work on this project as long as all applicable submittals required under this contract have been submitted and approved.

The specified Contract Completion Date is **September 29th, 2019.** All Work must be Complete by the Contract Completion Date specified in the Contract, and any authorized extensions.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. Completion occurs when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation is complete and accepted. Completion does not mean substantial Completion. Completion also does not mean Completion of Physical Work.

SPECIAL PROVISION
SECTION 108 Payment Schedule

This Section contains general provisions related to payment including measurement of quantities, progress payment(s), retainage, the right to withhold payment, and other payment-related terms.

108.1 PAYMENT

108.1.1 Lump Sum Price.

Payment for all Work associated with this Contract shall be paid as a Lump Sum Price as shown in the Schedule of Items.

108.1.2 Scope of Payment.

Payments to the Contractor shall be full compensation for the design, fabrication, materials, equipment, labor, construction and overall project management for performing all work under this Contract in a complete and acceptable manner and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. Failure to provide the Department the opportunity to inspect the Work
- J. Substantial evidence that the Project cannot be completed for the unpaid balance,
- K. Substantial evidence that the amount due the Department will exceed the unpaid balance

108.1.3 Payout Schedule.

The Department will pay ten percent (10%) of the value of the contract upon award of the contract. Subsequent Progress payments, exclusive of retainage and Final Payment, will occur upon submission of invoices by the Contractor. The value of the invoice shall concur with the value of the work performed, as determined by the Department.

No payment shall be made when, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Contract or when the total value of the Work done since the last estimate amounts to less than \$5,000 dollars.

108.1.4 Submission of Invoices

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

At a minimum, invoices shall include the following information:

1. Contractor name, address & Contract Number
2. Invoice Date & Number
3. Dates of Work
4. Description and Location of Work
5. Quantities at the Prices contained in the Contractor's Bid
6. Percent complete of each Item priced at the Unit cost for each Item at the Unit Prices contained in the Contractor's Bid
7. Extra Work agreed to by written Contract Modification
8. Total amount due

108.3 Retainage.

The Department will pay one hundred percent (100%) of each approved Progress Payment until the Work is approximately fifty percent (50%) complete. Thereafter, the Department will deduct five percent (5%) of the amount of each Progress Payment as retainage.

The Department may hold, temporarily or permanently, retainage as needed to reflect amounts due to the Department under the Contract and to assure timely Completion of the Work in Conformity with the Contract. The Department may also disburse retainage to Subcontractors pursuant to 23 MRSA §52-A(2). For a related provision, see Subsection 104.5.6 – Subcontractors Claims for Payment

SPECIAL PROVISION
SECTION 815
Buildings

Description The Work shall consist of the furnishing, constructing, delivering and setting up a reconditioned pre-engineered 28' x 68' wood framed building at the Maine Department of Transportation Searsport Maintenance Camp located at 290 East Main Street, Searsport, Maine in accordance with these documents.

The Department will provide the Contractor with horizontal and vertical control and conceptual layout of the building. The Contractor shall provide the additional layout and concrete pad plans necessary for the Department to complete the site work and concrete pad. The Department will have the pad in place prior to the Contractor delivering the building with appropriate plumbing and electrical conduits stubbed in the slab.

All work shall meet the requirements of Federal and State Building Codes and all applicable standards and specifications to furnish, construct, deliver and set up the building. The Contractor shall submit two (2) copies of the modular doublewide building plans and specifications to Department prior to award as specified under Submittals Section.

General Requirements the Contractor shall incorporate the following general requirements into their design and materials list:

1. Building: A wood framed building with design loads of 70 psf, and wind speeds of 130 mph.
2. Roof: A trussed roof, 16" O.C. spacing with a minimum 2:12 pitch. 7/16" OSB Sheathing with R-38 Kraft faced fiberglass insulation and 26-gauge steel roofing.
3. Floor System: Steel outrigger I-beam floor frame, 6mil woven belly paper, 2x6 or 8" SPF #2 or better floor joists 16" on center; R-22 Kraft faced exterior fiberglass insulation; and 3/4" plywood floor decking, held back at mate lines.
4. Exterior walls: 2x6 SPF #2 or better studs 16" O.C., single bottom and double top plates walls; R-19 Kraft faced fiberglass exterior insulation; Tyvek or equal house wrap; plywood sheathing with exterior glue; and vinyl lap siding, with vinyl shutters and vinyl trim and vinyl covered sheetrock interior wall side.

5. Interior walls: 2x4 SPF #2 or better studs, 16: O.C., Single bottom and top plates walls; R-11 un-faced fiberglass insulation (sound barrier); 1/2" painted sheetrock; wood or vinyl trim; and finish coat of interior paint on interior wall and trim.
6. Ceiling: 1/2" painted sheetrock, textured ceiling. No suspended ceilings permitted.
7. Doors 3/0 x 6/8 wood jam 908 casing, 9 lite with ADA sill, Door closer, panic bar hardware, and exterior keyed lever trim for entry doors. 3/0 x 6/8 solid core prefinished wood grain and floor mounted door stops interior doors.
8. Windows: 4'0" x 4'0" white vinyl framed single hung vertical slider windows with glazing low E double insulated glass and fiberglass screens.
9. Electrical: A minimum of 100-amp electrical panel; Duplex receptacles as required; GFI outlets as require; 15-120v toggle 4- 3 way switches as required; Fire alarm locations with single gang metal boxes and 1/2" EMT conduit to below floor; single gang metal boxes; and 1/2" EMT conduit to attic above for data jacks.
10. Lighting: Surface mount T-8 fixtures with protective covers. Dual head exit/emergency lights with 90-minute battery backup lights.
11. Plumbing: PEX tubing with Pex fitting for water plumbing; Schedule 40 PVC pipe and fittings DWV for waste plumbing; An electric 30-gallon water heater, placed in the utility room as shown on the plan; ADA accessible lavatory with ADA accessible sink, ADA accessible shower and ADA accessible toilet with elongated bowl and stainless steel grab bars; and ADA accessible sink as shown in the plan.
12. Heating: Two Rinnai 22 direct wall propane vent heaters.
13. Kitchen: An 8' counters with wall/ base cabinets with an ADA accessible sink as shown on plans.
14. Other: Emergency lighting, fire extinguisher and exit signs meeting all Local and State Fire codes.
15. Vinyl skirting and vinyl siding on end walls.
16. All electrical, plumbing, sewer connections, propane hook-ups and stairs will be done by MaineDOT after the building is delivered and setup.
17. The Contractor shall supply their own toilet, water and electricity during delivery and set up of the building

Variations from Materials Specified Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are satisfactory. Bids shall be considered as offering the item specified in the Invitation for Bid. The Department will consider all alternates submitted by the Contractor, but are not bound to accept any which, in its opinion, is not in the Department's best interest and are determined by the Department to be of equal value in all material respects to the proprietary items specified. The evaluation of and determination as to equality of the product offered shall be the responsibility of the Department and will be based on information furnished by the Contractor, as well as information reasonably available to the purchasing activity.

Submittal of Alternative Buildings/Foundations (ABF)

The Department will not review or accept ABFs prior to the Bid Opening. At the time of Bid Opening, the Bidder must submit the ABF and a package that shall include the following:

1. Description: A detailed description and schematic drawings of the configuration of the ABF or other appropriate descriptive information (including, if appropriate, product details;
2. Deviations: References to requirements of the Contract documents that are inconsistent with the proposed ABF, an explanation of the nature of the deviations from said requirements, and a request for Approval of such deviations;
3. Analysis: An analysis justifying use of the ABF and why the deviations from the requirements of the contract documents should be allowed;
4. Impacts: Discussion of potential impacts on vehicular and pedestrian traffic, environmental impacts identified on appropriate environmental documents, safety and life-cycle Project impacts, and infrastructure costs (including impacts on the cost of repair and maintenance);
5. History: A detailed description of other projects where the ABF has been used, the success of such usage, and names and telephone numbers of project owners that can confirm such statements; and
6. Risks: A description of added risks to the Department and other Persons associated with implementing the ABF.

If the Apparent Low Bidder has submitted an ABF with their Bid, the Department will review the ABF submitted. If a Bidder did not submit an ABF with their Bid, no submittal of an ABF will be accepted following award. If the Department needs more information to determine whether or not the ABF will be approved or not approved, the Department may submit written questions to the Bidder and/or request a one-on-one meeting in order to better understand the details of the ABF. The Department may conditionally approve an ABF based on required revisions to a portion or portions of the ABF.

The Department will make one of the following determinations with respect to a reviewed ABF:

1. The ABF is approved.
2. The ABF is not approved.
3. The ABF is not approved in its present form, but is approved subject to satisfaction, in the Department's sole judgment, of specified conditions.
4. The submittal does not qualify as an ABF.
5. Decision on the ABF is pending receipt of additional information and/or one-on-one meeting.

Approval of an ABF will constitute a change in the specific requirements of the Contract Documents associated with the approved ABF. Should the Bidder be unable to obtain required approvals for any ABF incorporated into the Contract Documents, or if the concept otherwise proves to be infeasible, the Bidder will be required to conform to the original contract requirements. Each Bidder, by submittal of its ABF and Bid, acknowledges that the opportunity to submit ABF's was offered to all Bidders, and waives any right to object to the Department's determinations regarding acceptability of ABF's.

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

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

Submittals **The Contractor shall submit manufacturers' specifications, product data, installation instructions and two (2) copies of the engineered stamped plans for the Pre-engineered wood building to the Department prior to award.** The Contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the contractor has specifically informed the Department in writing of such deviation at the time of submission and the Department has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions. No portion of the work shall be commenced until the Department has approved the submittal.

Delivery, Storage, and Handling

- Store all materials off the ground and protected from the weather.

- Deliver all products in manufacturers' original containers, dry, undamaged, with seals and labels intact.

Installation

- Install, handle and store of all materials according to the manufacturer's instructions and recommendations.
- Complete installation to provide weather tight service.
- Complete installation of the roof and walls to all applicable National, State and local codes
- The Contractor shall make provisions to allow safe access to the work for the Department in order to inspect the work, facilitate ongoing inspection of the work and to measure the work for payment purposes.

Closeout Procedures The Contractor shall make final changeover of permanent locks and deliver keys to Department, and complete final cleaning requirements, including touchup painting, touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

Final Cleaning the Contractor shall clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program and comply with manufacturer's written instructions.

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Remove tools, construction equipment, machinery, and surplus material from Project site.
4. Remove snow and ice to provide safe access to building.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances per manufacturer written instructions. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
7. Sweep concrete floors broom clean in unoccupied spaces.
8. Remove labels that are not permanent.
9. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
10. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
11. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
12. Replace parts subject to unusual operating conditions.

13. Insure that all areas in the attic are covered with insulation where all joints and connections where the two building halves connect. Ensure all insulation is coving all the eve areas.
14. Contractor will repair, paint all damage from shipment of the building.

Contractor's Safety Program The Contractor shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety and traffic including all applicable laws and regulations of the (MUTCD) Maintenance of Traffic Control Devices and Occupational Safety and Health Administration (OSHA).

Closeout Documentation The following documents shall be added to the required list of closeout documentation:

Project Record Drawings
Warranties
Maintenance & Operations Manual

The Contractor shall prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.

Warranty The Contractor shall guarantee work for one year from the date of Final Acceptance by the Department. The Physical Work must be Complete and in Conformity with the Contract and the Closeout Documentation, exclusive of the All Bills Paid and Request for Final Payment Letters, in order for the Department to finally "accept" the Project. The contractor unconditionally warrants and guarantees to the Department that all work will be of Good quality, free from faults and defects and in conformance with the specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Department, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department. The contractor shall provide a warranty as listed below.

Method of Measurement the Pre-engineered Office Building will be measured for payment as one lump sum, complete in place and accepted.

Basis of Payment The Office Building will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work indicated on the plans and as called for in the contract, including labor, equipment and materials for building manufacture, construction, engineering, installation, transportation and other contract related incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Pay Unit

815.00

Building – Modular Office Building

Lump Sum

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.”

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 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, location, WIN, 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".

Electronic Bids must be submitted to the appropriate electronic bid system before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment.”

102.11.1 Non-curable Bid Defects E. Delete the entire section 102.11.1 E and replace with the following:

- (1) “The unit price and bid amount is not provided if the item quantity is not one or lump sum, or
- (2) the unit price, bid amount or lump sum price is not provided if the item quantity is one or lump sum or
- (3) the lump sum contract price is not provided or
- (4) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

“The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.”

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

“F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

Amend this Section by adding the following:

“103.1a Tie Bids - In the case where two responsive bids from responsible bidders are equal monetarily, the Department shall determine the apparent low bidder by flipping a coin. The coin shall have sides clearly marked as heads and tails. The contractor whose first letter in their official company name that comes first in the alphabet shall be heads.

If there are three bids, each bidder will flip the coin and the bidder with the odd toss will be the winner. (i.e. if the results are two heads and a tails, the bidder who had tails is the winner). For a three way tie, bidders may flip their own coin or have the Contracts Engineer flip for them.

The coin flip will occur at the next bid opening by the Contracts and Specifications Engineer or a designee. The tied bidders may attend the coin flip in person or watch on the internet as they choose.”

In 103.3.2 Notice of Determination Revise this section by removing sections A – M and replacing with the following A - K:

- (A) Default(s) or termination(s) on past or current Contracts.
- (B) Failure on past or current Contracts to pay or settle all bills for labor, Materials or services;
to comply with directives of the Department, to fulfill warranty obligations, or to provide Closeout Documentation.
- (C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- (D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- (E) Failure to accept an Award of a Contract made by the Department.
- (F) Failure to provide information requested by the Department in a timely manner.
- (G) Debarment, suspension or a denial of prequalification or 'award of contract' by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- (H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- (I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- (J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- (K) Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is "Not Qualified".

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

“If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department.”

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 within 14 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.”

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.3 Traffic Control and Management Delete the entire section and replace with the following:

“The Department will provide traffic control.”

105.8.1 Temporary Soil Erosion and Water Pollution Control Delete the entire section and replace with the following:

“The Department will provide soil erosion and water pollution control.”

SPECIAL PROVISION SECTION 112
DEFAULT AND TERMINATION

Termination and Failure to Perform The Department may terminate this Contract with or without cause upon 7 days written notice. Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices.

If for any reason the Contractor is unable to complete the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. Any delay by the Department in providing a written Notice of Default shall in no way constitute a waiver by the Department of any provision of the Contract. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed.

In addition, 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 Contract in an acceptable and timely manner.