

# **MEDWAY REST AREA SERVICES**

**MEDWAY**

**2022**

**Updated 05/15/2020**

# **STATE PROJECT**

**MAINTENANCE & OPERATIONS**

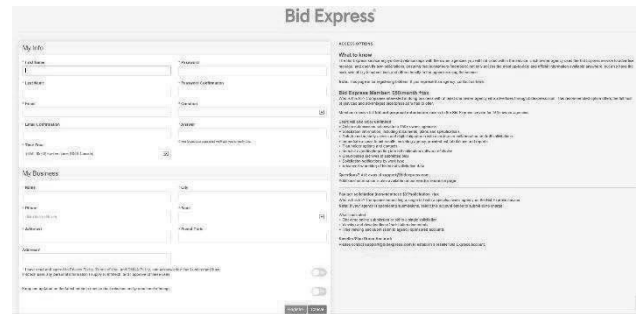
## Infotech® Vendor Manager Account

Only one Infotech® account for each business is required to register for the Bid Express® (www.bidexpress.com) service. All other employees will then create accounts through an invitation sent by the manager.

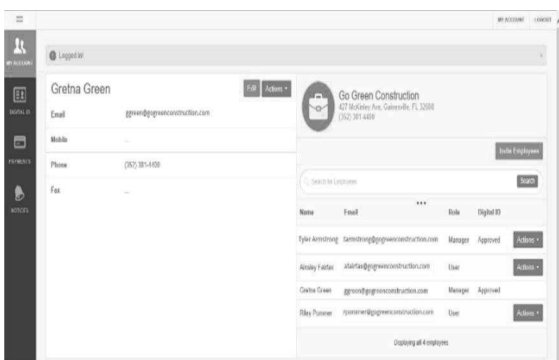
Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor solicitations for their vendors. A FREE tag will display for any solicitation not requiring a fee. Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you select for bidding.

### Register for a Manager Account

The first person to register for an Infotech account within a business is assigned managing access. As a manager, you can invite other employees to join the business account and change their roles. Your email address is your username for the account and to where Infotech services sends email notifications.



1. Navigate to [www.bidexpress.com](http://www.bidexpress.com) and click **Register** at the top right.
2. Fill out the registration form, and click the **Register** button. Your email address will be your username.
3. A message with a confirmation link will be sent to your email address. Click the Activate Account link within the email to activate your account.
4. Enter your password and click **Activate**.



### Invite Employees

Invite employees to create a user account for your business. Emails will be sent to those invited. You will receive an email when the account has been created. Employees are assigned the role of user for the account.

1. Click **Invite Employees**. Enter one email address per line for each employee.
2. Click **Invite Employees**.

### Change Employee Role

You will need to update the role of those employees you want to manage the account. You must also change each user's role within the Bid Express service itself. Please see the online help if you need assistance.

1. Click **Actions** for the employee and choose **Change Role**.
2. Select the manager role, and click **Change Role**.

PREPARED BY

**infotech**

Support hours: 7:00 am - 8:00 pm ET // 1-888-352-2439 Option 1 // support@bidexpress.com

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**infotechinc.com**

20200724

## Infotech Vendor User Account

Only one Infotech account for each business is required to register for the Bid Express service at [www.bidexpress.com](http://www.bidexpress.com). All employees of a business will then create user accounts through an invitation sent by the manager.

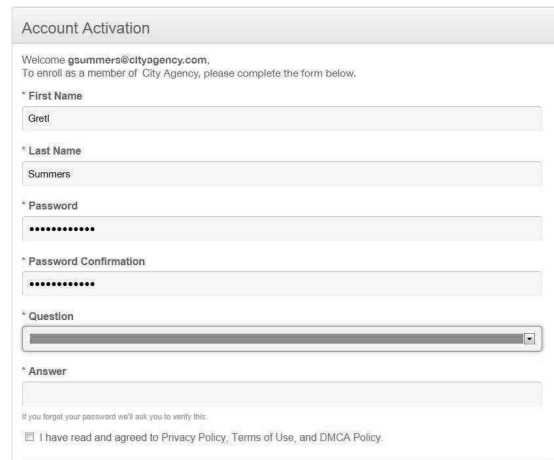
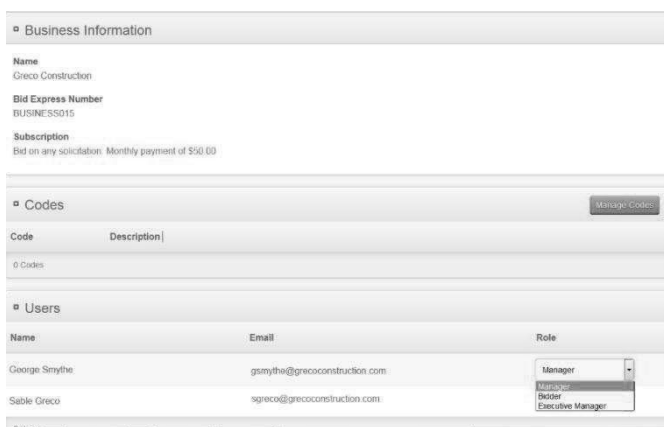
### Register for a User Account

To join an existing business account, please ask a user of a manager account to send you an invitation. Once the invitation is sent, you'll receive an email to activate your account. Your email address is your username. Infotech services will send email notifications to this address.

Upon receipt of the email:

1. Select the **Create Account** link within the email.
2. Fill out the Account Activation form. Your email address will be your username.
3. Once the form is complete, click the **Activate** button.

The My Account page opens, displaying your account information and other employees within your company using Infotech services. You are automatically assigned a user role for the account and an Executive Manager read-only role for the Bid Express service. Any user with manager role can change your role.



### Welcome to the Bid Express service

If you are planning on submitting bids, a user with a manager account for the Bid Express service must change your role within the Bid Express service itself. Please see the knowledge center if you need assistance.

Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor accounts for their vendors. A FREE tag will display for any solicitation not requiring a fee.

Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you selected for bidding.

## Infotech® Multi-Browser Digital IDs for New Users

An Infotech® Digital ID confirms your identity as the authorized signer of your company and allows you to securely sign documents, such as bids or contracts, in an Infotech service.



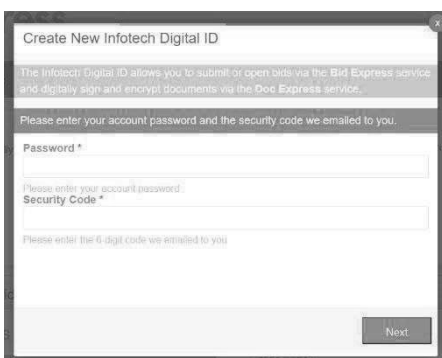
You must have a Digital ID created and approved before using any feature that requires a digital signature, such as advertising a solicitation, conducting a bid opening, submitting a bid in the Bid Express® service, or signing a contract document in the Doc Express® service.

### Before you begin

- You'll need access to your email in order to receive a verification code.
- You'll need a copy of the your driver's license, passport, or state ID in a file that can be uploaded.
- An Infotech customer support representative will call you, hopefully within one business day, to confirm your identification.
- The ID must be installed after the identify is confirmed.
- It may take up to seven days to complete the entire process.

### Ready to apply for your Digital ID?

Go to your account pages by selecting **My Account** from the **three lines** in the upper left corner. Click **Digital ID** from the sidebar menu.



1. Click **Create Digital ID** to start the application.
2. Get the security code from your email and come back to the generate ID process.
3. Enter your account password and the code. Click **Next**.
4. Read the creation information and click **Next**.
5. Click **Attach Identification**. Navigate to and select the file

**infotech** Support hours: 7am–8pm Eastern ▪ support@bidexpress.com ▪ infotechinc.com

containing your ID and click **Open**.

6. Enter your name EXACTLY as it appears in the ID, including any punctuation marks or suffixes (like Jr.), and in legal order. Click **Next**.
7. Enter your contact phone number.
8. Enter the state where the company headquarters are located. Click **Next**.
9. Review your business information. Confirm that the name of the person listed is the authorized signer for your company and your company name matches how you would like to submit bids to the agency. Click **Submit**.

A member of the customer support team will call you after the application is processed, hopefully within one business day, to confirm who you are. Once that happens, you'll get an email with instructions on installing your multi-browser Digital ID.

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.
2. As a minimum, the following should 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 (see Appendix A),
- d) two copies of the completed and signed Contract Agreement form,
- e) the completed Contractor Information Sheet, and
- f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

**NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.**

- a) a completed Bid using the Bid Express® software at [www.bidexpress.com](http://www.bidexpress.com), and
  - b) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for items Contractor is bidding in the Schedule of Items.
  4. 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
    - Title: Medway Rest Area Services
    - Location: Medway
    - Date of Bid Opening:
    - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed  
Title: Medway Rest Area Services  
Location: Medway  
Date of Bid Opening:  
Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

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

Bid Enclosed: Do Not Open  
Title: Medway Rest Area Services  
Location: Medway  
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, March 2020 Edition.*



MaineDOT is making this bid opportunity available on the [bidexpress.com](http://bidexpress.com) website. Bid Express is an internet-based online service that allows bidders to save time and money by submitting their bids electronically. Bidders register for free, create their digital identification for free, and download procurement documents/plans for free. Bidders are only charged when they decide to respond to the solicitation a \$35 electronic bidding fee or \$50 monthly subscription for unlimited electronic bidding that can be canceled at any time.

Please allow a few days for mailing and processing of the signed notarized registration.

It is important to note that the Bid Express service is NOT the same service that MaineDOT uses for its construction projects ([bidx.com](http://bidx.com)). While the services are offered by the same company, the sites are vastly different in how they function. Potential bidders are encouraged to view the Bid Express Quick Start Guide provided on the following pages.

For any additional questions, please contact the Bid Express customer support team. The team can be reached by phone at 888-352-BIDX (2439) or by email at [support@bidexpress.com](mailto:support@bidexpress.com).

# 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](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

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

# 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](mailto: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.



### **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 **Medway Rest Area Services** in the Town of **MEDWAY**” will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **August 31, 2022** and at that time and place, publicly opened and read. Bids will be accepted from all bidders. **We now accept bids for packages posted on Bid Express service at [www.bidexpress.com](http://www.bidexpress.com) (Small Business Network). Electronic bids do not have to be accompanied by paper bids. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.** The lowest responsive bidders must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Medway Rest Area Services.

Location: In Penobscot County, project is located on Interstate 95 Northbound and Southbound, in Medway, Maine.

Outline of Work: Provide Janitorial Services, Grounds Maintenance, and Snow and Ice Control, and other incidental work for the Medway Rest Area.

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](mailto: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, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be seen at the MaineDOT Building in Augusta, Maine and at the Department of Transportation’s Regional Office in Presque Isle. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

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

Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 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 MaineDOT to reject any or all bids.

Augusta, Maine  
**August 10, 2022**



DAVID BERNHARDT  
DIRECTOR  
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)

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 of 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 Agreement (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 **Medway Rest Area Services** in **Medway**, 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 October 1, 2022, or when executed, whichever is latest and expires on **September 30, 2023** unless extended under the terms of this contract. 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 for agreed periods of time up to four (4) additional years.

**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

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_ .

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, March 2020 Edition* as updated through advertisement, Division 100 - General Conditions, 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. Contract Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, *Standard Specifications, March 2020 Edition*, Division 100 - General Conditions, 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 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. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt  
Director  
Bureau of Maintenance & Operations

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

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

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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

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**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 **Medway Rest Area Services** in **Medway**, 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 October 1, 2022, or when executed, whichever is latest and expires on **September 30, 2023** unless extended under the terms of this contract. 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 for agreed periods of time up to four (4) additional years.

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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

\_\_\_\_\_

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The Maine DOT does not guarantee the use of any or all of the Contract amount.

**D. Contract.**

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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.

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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 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. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt  
Director  
Bureau of Maintenance & Operations

CTM: \_\_\_\_\_

TEDOCS# \_\_\_\_\_

CSN \_\_\_\_\_

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**CONTRACT AGREEMENT**  
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The Vendor Customer Number of the Contractor is VC00000000 .

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 Agreement (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 **Heating Services**, in **Regions 2, 3 & 4**, 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 December 15, 2018 or when executed, whichever is latest and expires on **December 15, 2019** unless extended under the terms of this contract. 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 for agreed periods of time up to approximately four (4) additional years.

**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 Two dollars)** **\$ (repeat bid here in numerical terms, such as \$102.00)** .

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, March 2020 Edition* as updated through advertisement, Division 100 - General Conditions, 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. Contract Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, *Standard Specifications, March 2020 Edition*, Division 100 - General Conditions, 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.



APPENDIX A  
 SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor: \_\_\_\_\_

**SCHEDULE OF ITEMS**

**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 for any item is not provided or is unreadable.

**Do not make handwritten changes to the bid documents**

Description	Unit Price Bid
<b>Medway Rest Areas            Southbound and Northbound locations            Janitorial Services, Grounds Maintenance, and Snow Removal</b>	\$ _____ per calendar year

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.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached “Schedule of Items”, (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

\_\_\_\_\_

*Signature* *Date*

\_\_\_\_\_  
 (Print Bidder's Name and Title)

## CONTRACTOR REQUIREMENTS

In order to be considered for the award of this Contract, the Bidder and key employees who will be assigned to the Work under this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in janitorial work. Said experience shall include, at a minimum, janitorial work in a high use facility and 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.

Bidders and/or subcontractors shall have experience in grounds maintenance work including mowing and landscaping. Bidders shall have experience in parking lot snow and ice control, have working knowledge of anti-icing strategies, and shall furnish sufficient equipment preapproved by the Department.

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

Prior to award, the Apparent Successful Bidder may be required to submit evidence of the minimum required experience and history of satisfactory performances. Additionally, the Apparent Successful Bidder may be required to submit evidence that the Bidder's personnel and equipment meet the requirements of the Contract. The Bidder's submittal may be required to include the following:

- Experience:
  - Evidence of the minimum required experience of Bidder's manager, supervisor, or other key personnel who will be assigned to the Work under this Contract
  - History of satisfactory work performances including 3 projects of equal or greater size and scope completed in the last 5 years
  - A detailed schedule demonstrating the number of employees delivering the Work and how it will be accomplished in accordance with the contract
  - Information and experience of any subcontractors who will be performing Work and what specifically they will be doing
  - List of equipment that will be used for parking lot snow and ice control, including year and make. Equipment is subject to the Department's approval prior to award.
- Personnel:
  - Personnel background checks
  - A copy of the Drug Free Workplace Agreement
  - Records of the zero tolerance Drug and Alcohol program
  - Records of annual Fire Extinguisher training
- Equipment:
  - Description of the personnel uniforms and name tags
  - Description of the company vehicle and logo
  - A list and description of grounds maintenance and snow removal equipment. The MaineDOT shall be permitted access to inspect the Bidder's equipment.

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.

Upon receipt of submittals the Department will review documents and determine if the submitted evidence or information satisfies the Department requirements 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. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility or to shift any responsibility to the Department.

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.
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, below standard performance ratings, 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. Default(s) or termination(s) on past or current Contracts.
- D. Failure on past or current contracts to pay or settle all bills for labor, Materials or services. Failure on past or current contracts to comply with directives of the Department, to fulfill warranty obligations or to provide closeout documentation.
- E. 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. Any deceptive, evasive or fraudulent statements or omissions contained in document submissions,

- 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”.
- F. Failure to provide information requested by the Department pursuant to the contract.
  - 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.

#### **CONTRACT ADMINISTRATOR**

The Contract Administrator for this contract will be:

Jeremy Hartgrove, Region 5, Transportation Operations Manager  
Maine Department of Transportation  
41 Rice Street, Presque Isle, ME 04769

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. The Department may assign a designated alternate to the Contract Administrator. The Contractor will be notified of any such change.

Potential Bidders may request an on-site visit and tour the facilities by contacting via email: [Jeremy.R.Hartgrove@maine.gov](mailto:Jeremy.R.Hartgrove@maine.gov) or calling 207-592-2691 or 207-764-2209 for Medway.

## **FACILITY OVERVIEW**

The MaineDOT, Bureau of Maintenance & Operations, Region 5, Northern area is accepting bids to provide janitorial services, grounds maintenance, and snow and ice control for two (2) Medway Rest Areas off I-95 Southbound and Northbound.

The two main buildings combined are approximately 3300 square feet. The property encompasses approximately 4 acres total, 2 ½ acres Northbound and 1 ½ acres Southbound.

MaineDOT will provide the Contractor basic and initial operating instructions for all mechanical equipment to be used by the Contractor in the Medway Rest Area.

MaineDOT will supply outside dumpsters for trash.

The janitorial closet is available for use by the Contractor without cost for the purpose of storing of materials and equipment, excluding flammable materials. The Contractor will be responsible for the orderliness and cleanliness of this closet at all times.

MaineDOT will not be responsible in any way for damage to the Contractor's stored supplies, materials, or equipment, the supplies, materials and equipment being used throughout the building; or the Contractor's Workers' personal belongings brought into the building occasioned by fire, theft, accident or otherwise.

The Contractor's Workers shall not utilize or operate MaineDOT equipment of any type without specific authorization from MaineDOT. This is to include, but is not limited to, all office machines, telephones, etc.

Upon completing work in each area within the building, the Contractor's personnel will assure that all windows are closed, lights are off, and all entrance doors are locked prior to leaving the area. Contractor's Workers will park only in areas designated by MaineDOT.

## **CONTRACTOR'S PERSONNEL**

- A. The Contractor shall provide qualified personnel, management, and supervision of all personnel necessary for an efficient and effective workforce. The Contractor shall provide sufficient Workers to perform the Work in accordance with this contract. Workers shall be a pre-screened, dependable person employed by the Contractor or by any Subcontractor performing Work on site.
- B. The Contractor will screen all personnel to assure MaineDOT that all Workers are of good character. The Contractor shall employ only personnel skilled or capable of becoming skilled in janitorial work. MDOT reserves the right at any time to request references and previous work history of any employee working under this contract. Special requirements such as background checks (at the cost of the Contractor) may be required of the awarded Contractor's employees prior to the beginning of any Work performed, this also may include any additional staff that is needed.

- C. The Contractor shall provide the employees a company vehicle that will be used to alternate the two facilities. Company vehicle shall be large enough to transport all equipment alternating between facilities. A company reflective logo on front drivers and passenger side of the vehicle is required.
- D. The Contractor shall provide a minimum of (1) one worker on site from 4:00 AM to 11:00 PM, 7 days per week, 365 days per year. The “worker” will be required to alternate the two facilities though-out their shift. A supervisor or lead worker is to be readily available by phone when directed by the MaineDOT.
- E. The Contractor shall provide additional staffing during summer months for lawn maintenance care, during winter months for deicing and snow removal of sidewalks, and during holidays when there is in an increase volume of travelers.
- F. The Contractor shall provide all employees an overview of the task to be performed as part of their employee development plan when they are hired for all positions under this Contract.
- G. The Contractor shall supply and maintain uniforms for all Workers at the Medway Rest Area that are agreed upon by the MaineDOT and the Contractor representing both the Contractor and MaineDOT in an appropriate manner. Uniforms will be approved before signing of the contract. The Contractor shall supply high visibility safety apparel for all Workers that are working outside of the buildings. Garments shall be labeled as meeting ANSI 107-2010 Class 2 or ANSI 107-2004 Class 2. For nighttime work, apparel shall meet ANSI 107-2010 Class 3 or ANSI 107-2004 Class 3.
- H. The Contractor shall provide all Workers with appropriate nametags identifying the person and employer. Nametags need to be visual, legible and displayed during work hours.
- I. DRUG FREE WORKPLACE. By signing the Agreement, the Contractor certifies that it shall provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition. The Contractor shall notify employees that as a condition of employment under the Agreement that the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- J. The Contractor shall provide a zero (0) tolerance Drug and Alcohol program at their expense for all employees and certificate of this training shall be posted with the employee’s names.
- K. The Contractor shall notify the Contract Administrator within three (3) days after receiving notice of criminal drug convictions occurring in the workplace by an employee, or otherwise receiving actual notice of such conviction, and will take one of the following

actions within 7 days of receiving such notice with respect to any employee who is convicted: take appropriate action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency at the Contractor or employee's expense.

- L. The Contractor shall at all times provide adequate supervision of Workers to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. The Contractor shall have a responsible supervisor available at all times. The Contractor shall supply MaineDOT with 24 hour per day contact information for the Contractor's Supervisors and managers.
- M. The Department reserves the right to require the Contractor to provide an on-site job coach and/or on site-Worker supervision at no additional cost if the level of service fails to meet or exceed contractual performance levels for the duration of the initial contract period and any subsequent extensions. The job coach or supervisor will be required to be on-site while the cleaning service is being provided.
- N. Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Department, is unreliable, intemperate, disorderly, takes unapproved leave, does not come in, performs unacceptable work, or is otherwise unsatisfactory, shall be removed immediately by the Contractor or Subcontractor employing such person, when directed to do so by the Department.
- O. All persons employed by or through the Contractor shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person, Department equipment or the Work without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department.
- P. The Contractor shall have Workers annually trained in Fire Extinguisher use and Safety, with proof via certificate which will need to be displayed on their bulletin board in the janitorial office. This Training will be completed before employee may begin to work under this contract. The Contractor shall be financially responsible for any training costs. Training can be an online training course but shall be agreed upon and approved by the Contract Administrator.
- Q. The Contractor shall be responsible for instructing Workers in safety measures considered appropriate. The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such manner to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or waxing operations. The Contractor's Workers shall be required to interrupt their work, at any time, to allow passage of personnel. The Contractor shall comply with all Federal or State safety laws and regulations (including OSHA/MSDS requirements).

## GENERAL OPERATING PROCEDURES

- A. The Contractor's personnel will notify MaineDOT within 24 hours of inoperative water fixtures, lights, commodes, damage to buildings and fixtures, or any vermin such as cockroaches, water bugs, silver fish, mice, rats, etc.
- B. The Contractor shall perform Preventative Maintenance which includes but is not limited to repairing holes due to damage, removing of graffiti, repairing or replacing door hinges, window screens, toilet seats, water pressure valves, and light bulbs (including disposal following all Universal Waste Disposal guidelines) and all other minor preventative maintenance as determined by the Department. Preventative Maintenance does not include furnace repairs and cleaning, plumbing repairs which involve soldering of pipes and replacement of fixtures, electrical wiring and any repairs to be performed at the electrical breaker panels.
- C. All supplies, equipment, and machines shall be kept out of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in lockers or other areas provided for that purpose. Cloths, mops, or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the building in tight metal containers, to be furnished by the Contractor.
- D. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work in the building. Cleaning solutions shall be disposed of in slop sinks provided for this purpose. Any flammable cleaning solution shall be immediately and adequately flushed down. Covers will be in place on trash receptacles at all times.
- E. The Contractor shall maintain a complete set of Safety Data Sheets (SDS) at each site and have them accessible to the workers and Contract Administrator.
- F. Any act of vandalism or harmful and illegal doings shall be immediately reported to the Maine State Police. All such occurrences shall be documented listing what happened, description of the individuals and description of their vehicle and license number if possible.
- G. If a power outage should occur, the Contractor shall take all reasonable precautions to secure the facility and shall immediately notify the MaineDOT Contract Administrator. If, for any reason, this administrator is not available, the Contractor shall notify MaineDOT's 24-hour Operations Center at (207) 624-3339.
- H. The Contractor shall place trash in a MaineDOT supplied dumpster daily.
- I. The Contractor shall require their employees to use the Appendix A, Contractor Check-In/Check-Out Sheet. The form shall be placed in a logbook in the Janitorial room, accessible to the Contract Administrator and retained for the term of the contract.

- J. All unclaimed items found in or about the work areas by the Contractor will be turned in immediately to the Contract Administrator or designee, identifying the location where item was found.
- K. The Contractor shall conduct an inspection within the first 7 days of each calendar month and submit an Appendix A, Monthly Inspection Report to the Department no more than 3 days after the inspection has been completed. If during the inspection, deficiencies are noted, the inspector may correct the deficiencies. Deficiencies and corrections shall be noted on the report.
- L. No more than 25% of the value of the work under this contract may be performed by subcontractors and the MaineDOT may require that Contractor discharge any subcontractor without cost or liability to the MaineDOT.
- M. The Contractor shall meet with Contract Administrator or their designee at least two weeks prior to the start of the contract and complete the Appendix A, Pre-Contract Meeting document. Failure to do so can result in the termination of the pending custodial contract.
- N. The Contractor will be responsible for granting and providing access to the buildings.
- O. The Contractor shall be flexible during busy traffic times and shall not close the bathroom for any longer than 5 minutes during these times.
- P. The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor. The preceding sentence includes damage to vehicles.
- Q. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.
- R. For the first 3 (three) months of the Contract, the Contract Administrator or Designee will perform monthly inspections. If all expectations are continually met, only periodic inspections of the Contractor's work will continue. A copy of the Monthly Inspection Report Form will be emailed to the Contractor for their records. If service fall below Meets Expectations, the Contractor may be subject to Default and Termination.

## JANITORIAL STANDARDS AND SERVICES

### A. Standards

Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film, odor or stains.

Sweeping - A properly swept floor is free of all dirt, dust, grit, lint, and debris, except imbedded dirt or grit.

Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

Damp Mopping - A satisfactorily damp mopped floor is without dirt and dust, marks, film, streaks, debris, and standing water.

Metal Cleaning - When cleaned, all surfaces are without deposits or tarnish, and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Extreme care and correct materials shall be used to avoid damage and scratching on all surfaces.

Finish Removal - Finish removal is accomplished when surfaces have all finish dirt removed down to the floor material, floor is left free of all dirt, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pickup shall follow removal operation immediately.

Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse shall follow the scrubbing process immediately.

Light Fixture Cleaning - Light fixtures are clean when all components, including bulbs and tubes are without insects, dirt, lint, film, and streaks. All articles removed shall be replaced immediately.

Buffing of Finished Surfaces - Finished surfaces shall be buffed sufficiently to obtain maximum gloss, and have a uniform appearance free of surface dirt.

Baseboard Cleaning - After cleaning, the surfaces of all baseboards (wood, resilient, ceramic) will have a uniformly clean appearance, free from dirt, stains, streaks, and cleaning marks.

Window Cleaning – Shall consist of cleaning the entire window area, which includes the glass and vinyl or wooden part of the window frame, sash and any blinds attached to the windows. Cleaning shall be accomplished with a glass cleaner or all purpose cleaning agent and is considered clean when all surfaces have a uniformed surface free from dirt, stains, streaks and cleaning marks.

Entryway Cleaning - Shall consist of cleaning the entire exterior and interior of the entryway to include the exterior area of the door, the doorframe, the exterior wall area encompassed by the overhang, and concrete stoop. Cleaning shall be by use of a cleaning solution or warm soap and water and is considered clean when all surfaces have a uniformed surface free from dirt, stains, bugs or any part of bugs or vermin, cobwebs, streaks, or cleaning marks.

## B. Services

Preliminary Cleaning: The facility will be given a complete top to bottom cleaning of all rooms, floors, rugs, walls, doors and windows, (both exterior and interior), entryways, and moldings.

Cleaning Restrooms - This work includes cleaning all plumbing fixtures, lavatories, toilet bowls, dispensers, wainscots, doors, and stall partitions, as required, and filling all paper/soap dispensers as needed. Scouring powder may be used on plumbing fixtures or may be used for water closets and urinals, if required, on approval by the Agreement Administrator. All stains or spots shall be removed from wainscots or stall partitions, using a damp cloth with detergent. Floors shall be swept, and damp mopped daily using a germicide.

Cleaning Slop Sinks, Vending Machines and Drinking Fountains - All items will be cleaned using detergent or scouring powder, if required. Cabinets or water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

Sweeping - All tile, wood, or concrete floors, stairways, landings, and stoops shall be swept with broom or mop or mechanical brush-vacuum sweeping without damage or disfigurement of furniture, doors, or base trim. Oil treated mops shall not be used. Dust, dirt, and debris shall be removed to receptacles provided for this purpose on the building exterior. Reset furniture upon completion of sweeping.

Vacuuming - Carpeting and furniture shall be vacuumed and the dirt, dust and debris removed to receptacles provided by the Contractor on the building exterior. Spots shall be removed from rugs and carpets as they occur. A commercial/industrial vacuum cleaner equipped with a HEPA filter shall be utilized.

Damp Mopping Floors - Damp mop all resilient tile floors, terrazzo, quarry tile, ceramic tile, and concrete floors, including stairs and landings, using cotton or sponge mops, appropriate stain removal agents, unheated water and detergent, if required, using as small amount of water as possible. Follow with clean water rinse and pick up again using as small amount of water as possible. Where floor drain exists, water will be added periodically to prevent traps from becoming dry.

Floor Scrubbing - Scrub floors by use of deck brush, cylindrical or disc type machine or automatic machine scrubber and detergent solution using as small amount of water as possible followed by plain water rinse and pick up. This scrubbing will be followed by the application of a floor finish system applied in accordance with the manufacturer's specifications. Baseboards shall be thoroughly cleaned after buffing.

Finish Removal - Removal or stripping of all finish down to the flooring material, using compound specifically prepared for this purpose, with steel wool or brush agitation as required, followed by rinsing with plain water to remove all finish material, solution, dirt and film from baseboard edge to baseboard edge.

Floor Waxing and Finishing - All floor waxes or finishes (i.e., carnauba, acrylic, polymeric) will be compatible with floors on which applied and shall be applied in accordance with the manufacturer's recommendations.

Floor Touchup - Application of finish material and buffing in heavy traffic areas between primary refinishing as required.

Buffing - All finished and terrazzo floors shall be buffed periodically to remove traffic marks, heavy soil, etc., to be followed by sweeping, vacuuming, or dust mopping to pick up loose residue.

Turned Out Lights - Turn off all lights when not in use. Only specific areas being worked in will be illuminated.

Dusting Horizontal Surfaces Other Than Furniture, Fixtures, and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, window ledges, radiators, stair rails, baseboards, tops of acoustical panels, exterior wall-mounted electrical conduit and other horizontal surfaces.

Glass Cleaning - Clean all mirrors, glass cases, desk tops, windows and glass at building entrances using plain water or cleaning solution prepared for this purpose. Adjacent trim shall be wiped clean with a damp cloth. Scouring powder shall not be used.

Metal Cleaning and Polishing - Hardware, cigarette urns, bars on doors, kick plates, and all other bright work shall be polished using approved polishing compound.

Dusting Interior Walls and Ceilings - Beginning at the highest point, dust shall be first removed from all surfaces and exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

Cleaning Doors and Trim - Clean doors and adjacent trim not otherwise cleaned.

Cleaning Light Fixtures - Dust all accessible components of light fixtures, including bulbs and tubes with a cloth or yarn duster. On a rotation basis, each fixture shall be washed not less than twice per year.

Empty Recycling Bins – Empty all recycle bins, when recycling program is practiced, located in corridors and other areas where specifically noted and remove recyclable (paper, cardboard, etc.) items from building or deposit in collection facility/area provided for this purpose. Any recyclable products will be reduced and sorted by the department prior to removal.

Empty Waste Receptacles - Empty all waste receptacles located in corridors and other areas where specifically noted and remove trash from building and deposit in collection facilities provided for this purpose.

Washing Waste Receptacles - Wash all waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, dirt, streaks.

Cleaning and Polishing Furniture - Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning, followed by polishing with a clean, dry cloth or electric buffer. Leather coverings shall be thoroughly cleaned with a combination cleaner, and polish followed by polishing with a clean, dry cloth. When cleaned or polished, all surfaces shall be of uniform appearance, free of deposits, streaks or film. All spillages shall be wiped clean with a damp cloth.

Vacuum All Upholstered Furniture - Vacuum all upholstered surfaces to remove dust and lint (includes acoustical panels/systems furniture partitions).

Mat Cleaning - Remove mats at entrances and remove all dirt and dust deposits underneath. Clean mats and replace in proper location.

C. Supplies, Equipment and Materials

1. The Contractor shall furnish all supplies and equipment for accomplishment of all work. Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work described and/or assigned, and shall operate from existing sources of the State furnished electrical power, water supply, etc., and shall have a low noise level of operation. Equipment considered by MaineDOT to be improper, inadequate, or unsafe for this purpose shall be removed from the job and replaced with satisfactory equipment. The Contractor will only be allowed storage and supply areas designated by MaineDOT. MaineDOT will not be responsible for lost, damaged or stolen equipment, supplies or materials.
2. The Contractor shall furnish all materials and supplies required including, but not limited to; interior and exterior entry mats, paper towels, hand soap, toilet paper, energy efficient light tubes/bulbs, plastic liners, all cleaning supplies, chemicals, and floor finishes, sanitary napkins and tampons, when dispensers are provided. Fixture deodorant/sanitizers or other odor masking materials are not acceptable. If such products are needed, the area has not been cleaned and disinfected/deodorized satisfactorily.
3. All supplies/materials used shall have the necessary Under-writers Lavatories Seal of Approval, be OSHA approved, be non-slip, if applicable, and will otherwise create no harmful or hazardous conditions. Any doubtful flammable or otherwise harmful materials may be submitted to MaineDOT for analysis upon request. The Contractor shall submit, a complete listing, by manufacturer's name and/or number, of cleaning supplies, chemicals, and floor finishes proposed to furnish for this contract. Any of these materials found not satisfactory by MaineDOT will not be used, and substituted materials shall be approved before use. The Contractor shall maintain at the Information Center premises, a complete set of Material Safety Data Sheets (MSDS) and have them accessible to the Contract Administrator.
4. Samples: MaineDOT may require samples of supplies before the Contractor commences work or at any time during the work to determine compliance with the standards required by these specifications. Any item failing to meet these specifications shall be replaced by the Contractor with supplies meeting the itemized specifications or required standards.
5. The Contractor shall provide any necessary power equipment, including lawn mowers, trimmers, snow removal equipment, wet/dry vacuums, floor vacuums, tile buffers, and any other power tools used in completion of the job. All power tools currently at the facilities will be used by MaineDOT elsewhere and will NOT be available to the Contractor.
6. Each information center has a supply area for routine storage of chemicals, toilet tissue, etc., but bulk storage of large quantities of paper goods or cleaning chemicals, etc., is not available nor permitted.

7. The Contract Administrator will provide an FDA Approved Sharp Container that will be located in the janitorial room. The Contractor shall notify the Contract Administrator when the container is full and the MaineDOT will make arrangement for replacement and proper disposal.
8. Estimated Quantities of Supplies Purchased Over the Last 12 Months:
  - 48 - Cases - Large Latex Gloves – (100 per Case)
  - 175 - Cases - Toilet Tissue – (6 x 2800' per Case)
  - 15 - Cases - Liquid Bowl Cleaner – (12 Quarts per Case)
  - 10 - Cases - Vanisol Disinfectant Cleaner - (4 – 1 Gallon per Case)
  - 50 - Gallons - Bleach
  - 75 - Cases - 22 x 14 x 60 Trash Bags
  - 70 - Each - Liquid Hand Soap Cleaner
  - 3 - Cases - Sanitary Napkins
  - 4 - Cases - Each –First Aid Kit – Blood Borne Path
  - 4- Cases - Citrus Refills
  - 4- Cases - Urinal Screen

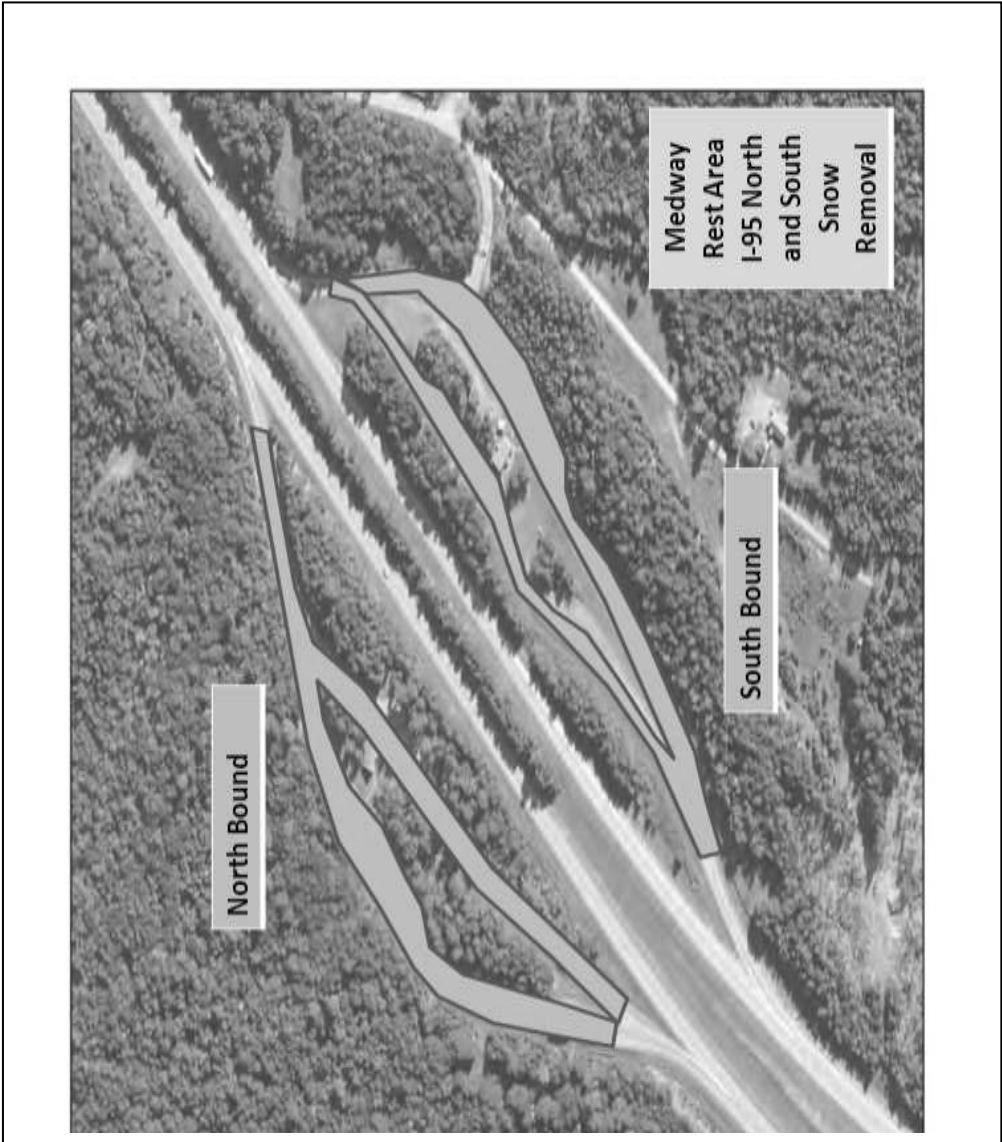
#### **SNOW AND ICE REMOVAL FOR SIDEWALKS AND ENTRANCES**

- A. Sidewalks and Entrances: The Contractor shall provide all necessary labor, equipment and materials for operations required by this Contract to keep walkways, stairs, and entrances to the buildings free of snow and ice in order to provide the safest possible surface conditions attainable under winter conditions, and in accordance with guidelines below. Workers working outside need to have Contractor supplied high visibility safety apparel.
- B. Medway Rest Area – Lot Snow and Ice Control: The Contractor shall remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same in parking areas, driveways, vehicular entrances and all other areas available for vehicular travel that are located within the limits of the Lot Snow and Ice Control Work Area bid to provide the safest possible surface conditions attainable under winter conditions.
- C. Work Standards
  1. The Contractor shall have a working knowledge of anti-icing strategies for minimizing and preventing the bonding of snow and ice to the pavement surface. The Contractor shall utilize spreading equipment to responsibly and effectively implement the anti-icing strategies. Information on anti-icing may be found at the following MaineDOT web site: <http://www.maine.gov/mdot/winterdriving/snowicecontrol/>

2. Pre-season. The Contractor shall obtain prior approval from MaineDOT if any equipment is proposed to be left on site throughout the winter season.
  - a. The Contractor shall plan plowing activities, and if necessary, with MaineDOT's approval, pre-mark any obstacles necessary to avoid damage to any rest area property. Snow storage areas shall be planned to accommodate the amount of snowfall reasonably anticipated throughout a winter season in Maine and shall not obstruct any pathways or areas requiring any form of access throughout the winter season.
  
3. During Storm. Plowing operations shall begin once snow accumulation has reached a depth of 2" or ice/sleet accumulation has reached a depth of ½". The plowing method and equipment employed by the Contractor shall be at the contractor's discretion, once the equipment, as identified in the contractor's post bid pre-award submittal, has been pre-approved by the Department. The Contractor shall conduct all work in a manner so as to minimize disruption of the normal flow of traffic (either pedestrian or vehicular) and shall not place snow on any sidewalks. The Contractor shall use salt (to be supplied by the Contractor), as necessary, to provide as safe a condition as reasonably possible. MaineDOT reserves the right to require additional treatments, as necessary, to obtain the necessary end result.
  - a. MaineDOT trucks may periodically pass through the rest area parking lots and will remain toward the outer edge of the lot.
  
4. Post-storm. Storm cleanup operations shall begin as soon as possible after the storm ends in order to provide maximum travel and parking access. Areas requiring snow removal shall be addressed and any remaining slippery areas shall be treated with salt. The Contractor shall be aware when considerable melting and refreezing occurs any time between storms and to properly treat the areas to prevent hazardous situations for pedestrian and vehicular traffic in the parking lots and entrances, and shall treat such area accordingly. Immediately after the storm conditions have subsided, snow shall be moved to the designated location in each parking area and any snowbanks pushed back. Bare parking areas shall be provided as soon as practicable and normally within three **(3) daylight hours** of the end of storm. Additional issues normally associated with snow and ice control, such as refreezing, drifting, and water ponding issues that are caused by snow and ice obstructing drainage structures or swales, are to be addressed by the Contractor as part of this Contract. Snow removal required shall be considered incidental to the Contract and the responsibility of the Contractor.
  
5. The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. The phone number(s) shall be provided to the Department and updated as necessary. The Contractor's equipment shall also be equipped with communication devices that will allow the Contractor to promptly get a message to personnel.

6. The Contractor shall promptly address any specific areas identified by the Department's Representative as having not been sufficiently treated to provide reasonably safe travel conditions. Such areas may require removal of snowpack, applications of salt or winter sand or additional pushing back of snow banks. Such work shall be incidental to the Contract. Should the Contractor fail to respond to any identified hazards within a reasonable period of time, the Department may address the areas of concern and withhold the costs incurred from the Contractor's payment.
- D. Equipment Requirements: The Contractor shall furnish sufficient equipment. In accordance with the law; all such equipment shall only be operated by persons having a valid license. All trucks, plows, loaders, and spreader systems shall be identified in the post bid pre-award submittal, and all equipment is subject to the Department's approval, both prior to the initial award of the contract and at any time prior to or during any Winter Season. Failure to provide equipment that the Department deems sufficient to reliably and safely meet the terms of this contract shall be grounds for contract termination. All trucks, plows, loaders, and spreader systems shall be registered, inspected and insured as required by Maine Law.
- E. Salt Requirements.
1. The Contractor agrees to provide sufficient salt for operations required by this agreement.
  2. When making applications of pure salt, the Contractor shall do so in such a manner to avoid the application of excessive quantities.
- F. Worker Requirements
1. Workers designated for Janitorial Services or tasks listed under "Tasks to be performed and frequency" cannot be simultaneously designated for Snow Plowing and ice control of parking lot.
  2. Any person working outside shall wear Contractor supplied high visibility safety apparel.

**MEDWAY REST AREA LOT SNOW AND ICE CONTROL WORK AREA**



### TASKS TO BE PERFORMED AT EACH LOCATION AND FREQUENCY

The Following table provides the minimum frequency for the tasks to be performed. Where multiple cycles are required, (ie “4X”) It is expected when indicated (ie “4X”) this will be performed every two hours at a minimum. During higher use periods, additional cycle will likely be required, as indicated in the “As Necessary” column.

Restrooms: Includes men’s, women’s and staff restrooms	Minimum Required					
	8-hour shift	Weekly	Bi-weekly	Monthly	Yearly	As Necessary
Clean and deodorize all toilets, urinals, washbasins, hand dryers, mirrors, changing stations, soap dispensers and other fixtures.	4-X					X
Sweep and mop restroom floors.	4-X					X
Empty sanitary napkin receptacles, trash barrels and other necessary items.	4-X					X
Clean and wipe door push plates, trash barrels and other related surfaces	4-X					X
Check and fill hand soap dispensers, sanitary napkin, toilet paper dispensers	4-X					X
Clean all windows to remove smudges, fingerprints, cobwebs, etc., inside and out.	4-X					X
Clean and wash walls and toilet partitions.	4-X					X
Remove and clean floor drains as necessary.	4-X					X
Check all lighting sources. Remove and clean globes and other light fixtures		X				X
Remove writing and marks from walls or partitions, clean up spills and any other accidents/damages promptly as they occur.	4-X					X
Thorough cleaning of exterior heating registers, heating elements and heating ducts.		X				X
Perform preventative maintenance as necessary.						X

<b>Lobby Area: This area includes the portion of the building from the entrance to the restroom including the tile floor.</b>	<b>Minimum Required</b>					
	<b>8-hour shift</b>	<b>Weekly</b>	<b>Bi-weekly</b>	<b>Monthly</b>	<b>Yearly</b>	<b>As Necessary</b>
Sweep and mop tile floor	4-X					X
Vacuum all louvers, corner areas and any other appropriate places as required.	4-X					X
Empty trash barrels and other receptacles.	4-X					X
Clean and wipe door surfaces, trash barrels, and all fixtures requiring dusting, washing and polishing.	4-X					X
Clean visitor payphones and check for proper operation.	4-X					X
Clean windows to remove smudges, fingerprints, cobwebs, etc.	4-X					X
Clean exterior heating registers, heating elements and heating ducts.		X				
Check all light sources. Periodically remove and clean globes and other light fixtures.		X				
Remove writing and marks from walls, clean spills and any other accidents/damages promptly as they occur.	4-X					X
Clean offices by dusting, mopping, sweeping and cleaning all necessary areas.		X				
Maintenance/Janitorial duties on the main building and the equipment/storage building						
Surface clean vending machine building and windows.	4-X					X
The Provider will be responsible to operate and perform routine maintenance on all HVAC, water and sewer systems in accordance with procedures provided by MaineDOT.						X
Re-stain all picnic tables and outdoor seating annually. Clean, sand, and repaint all metal supports for same, as necessary. Provider will be responsible for furnishing all materials necessary to accomplish this work.					X	
Keep all bricked and paved areas free from trash, debris, gum, beverage spills, etc. on an on-going basis.	4-X					X
Remove graffiti and marks from outside walls, clean up dirt/dust spots as necessary.	4-X					X
Clean the equip./maintenance building, sweep the floor, empty the trash and keep orderly.				X		
Clean the outside of the building for such items as cobwebs, cocoons, insects, nests, etc.			X			
Replace light fixtures and change doors according to seasons.						X
Check and maintain drainage gutters or down spouts, snow and ice buildup and any other building or roof damage. Notify MaineDOT of significant damage within 24 hours.		X				
Wash exterior windows, inside and out, remove smudges, fingerprints, dust and cobwebs.				X		

Grounds Keeping: Maintain all outside areas within the Rest Area boundaries.	Minimum Required					
	8-hour shift	Weekly	Bi-weekly	Monthly	Yearly	As Necessary
Pick up all litter on grounds and walkways on a continuous basis. Wash and clean all outdoor furniture and fixtures.	4-X					X
Provider shall maintain flags per department flag etiquette policy. Notification of special events will be made via email.						X
Sweep sidewalks and parking lots.	4-X					X
Check for missing and damaged signs and notify MaineDOT.	4-X					X
Maintain both pet exercise areas and remove animal waste daily. Maintain brick/paved walkways free of weeds and keep properly edged.	4-X					X
Trim grass around all fences, signs, shrubbery, trees, and benches		X				X
Pile up any fallen brush or tree limbs and MaineDOT will remove them for disposal. Notify MaineDOT immediately of any trees, limbs, or brush that require removal or pose any type of safety hazard to the public or facility.	4-X					X
Mow grass as necessary in all lawn areas (maximum 2 ½ inch height) – encompasses approximately 4 acres. This includes leach fields both facilities.						X
Water, trim and maintain the appearance and health of all shrubbery and trees. Maintain, weed free, mulched planters. Replace eroded mulch as needed throughout. MaineDOT shall provide mulch, flowers, and plants and the Provider is responsible for their installation and upkeep.						X
Check all light sources. Periodically clean accessible globes and other fixtures. Replace burnt out bulbs.			X			
Check the walks and parking areas for holes, rocks, garbage, etc.	4-X					X
Place trash bags in designated dumpster or area.	4-X					X
Empty all trash barrels and replace plastic bags.	4-X					X

## **MEASUREMENT AND PAYMENT**

### Invoicing and Payments

The Contractor shall submit an itemized invoice to the Department monthly for Medway Rest Areas – Janitorial Services, Grounds Maintenance, and Snow Removal. The Monthly Rate shall be the unit price for one calendar year for the Item divided by twelve and there shall be no variation based upon seasonal fluctuations. The start date of the Contract shall constitute the monthly payment schedule and shall be referenced on each invoice. Example: (July 15, 2018 thru Aug 14, 2018). The Department will pay for the Work performed and accepted at the Monthly Rate, such payment being full compensation for all workers, supervisors, supplies, protective clothing, labor, equipment, materials and incidentals for performing the Work identified in this contract. The Department may reduce the monthly Rate by the amount of Work not performed or not accepted but included in the Item.

The Department may withhold payments claimed by the Contractor on account of 1) Incomplete, Inaccurate or Incorrect Invoices, 2) Defective Work or non-conforming Work, or 3) Damages for Non-conforming, Defective or Unauthorized Work or Equipment.

### Liquidated Damages

The Department and the Contractor acknowledge that time is an essential element of the Contract, and that not completing work in compliance with the contract provisions when scheduled will result in damages including but not limited to, damages to the State of Maine due to public inconvenience, interference with tourism business, and increased inspection and administrative costs to the Department. The Department and the Contractor acknowledge the difficulty of making a precise determination of such damages and, as a result, they have agreed to the sum of \$100.00 that will be charged against the Contractor for each 8-hour shift that the work is not completed as specified and scheduled in the contract, not as a penalty but as Liquidated Damages. The Contractor acknowledges that this specified amount of Liquidated Damages is reasonable, and agrees to stipulate to their reasonableness in any suit for the collection of or involving the assessment of said damages. The damages referred to herein are intended to be and are cumulative, and will be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the contract. Permitting the Contractor to continue and finish the work or any part thereof after the scheduled time of work shall in no way operate as a waiver on the part of the Department of its rights to assess and recover Liquidated Damages, or any other rights, under the Contract.

## **FAILURE TO PERFORM, DEFAULT AND TERMINATION**

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

1<sup>st</sup> Incident: If the Contractor does not take corrective action in a timely manner upon receipt of verbal warning, 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.

The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure compliance with the Contract,
- C. Fails to perform Work when specified in the Contract.
- 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 prosecution of 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.

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 Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (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 as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

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 Add the following:

“Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

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 Title and Location, 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 Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

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

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

All other Defects that do not create a significant question as to the Bidder’s total Bid amount or the Bidder’s ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department.”

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

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 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

SPECIAL PROVISION SECTION 105  
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

“The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.

The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.”

SPECIAL PROVISIONS  
FOR STATE FUNDED TRANSPORTATION RELATED MAINTENANCE WORK

1. **BENEFITS AND DEDUCTIONS** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

2. **INDEPENDENT CAPACITY** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

3. **DEPARTMENT'S REPRESENTATIVE** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail Work if necessary to ensure proper execution of the Contract, to take actions needed to assure that the Contractor's Work conforms with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work, to reject Unacceptable or Unauthorized Work and to refuse to approve Progress and Final Payments until Unacceptable or Unauthorized Work is corrected. The Contract Administrator shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor. Unless authorized by the Contract Administrator, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract.

The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

4. **CONTRACT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Contractor shall be submitted to the Department's Project Manager who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

5. **CHANGES IN THE WORK** The Department shall have the right to alter the nature and extent of the Work as provided in the Contract, the Contract Amount being adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the

Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontractor. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of the Contract shall in any case release the Contractor of its liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of Work to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

- g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis pursuant to this Contract any personnel who are or have been at any time during the period of this Contract in the employ of the State of Maine, except regularly retired employees, without the written consent of the Department. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of MaineDOT who has not been retired for at least one year without the written consent. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State of Maine at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or at any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **WARRANTY OF NO COLLUSION** The Contractor hereby certifies that it did not, directly or indirectly, enter into any agreement, participate in any collusion or otherwise take any action in restraint of competitive bidding in connection with this Contract. For breach or violation of this warranty, MaineDOT shall have the right to annul this Contract without liability. Further, MaineDOT shall have the right to recover the full amount of such fee, commission, gift, or the value of consideration that may have been transferred by the Contractor in violation of this clause.

12. **RECORDS; ACCESS** The Contractor and its subcontractors shall maintain all books, documents, payrolls, papers, accounting records and information of any type on any medium ("Project Records") that pertain to this Contract for such period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Upon request by MaineDOT, the Contractor and its subcontractors shall make Work Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

13. **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.

14. **GOVERNMENTAL REQUIREMENTS** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

15. **GOVERNING LAW** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

16. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Claims to which this indemnification applies include, but are not limited to, the following: (i) claims suffered or incurred by any Contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as Department employees.

17. **NOTICE OF CLAIMS** The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

18. **INSURANCE** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

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

**Commercial General Liability** With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures. The Department shall be named as additional insured on the Commercial General Liability insurance policies carried by the Contractor that are applicable to the Work.

**Automobile Liability** The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$400,000.00 per occurrence.

**Claims.** Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

19. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. **INTEGRATION** All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority:

- Contract Agreement, Transportation Related Maintenance Work
- Bid Amendments (most recent to least recent)
- Appendix A – Special Provision Specifications of Work to be Performed or Request for Proposals
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work
- Appendix C – Special Provisions
- Any remaining appendices in alphabetical order.
- Any remaining Special Provisions
- The Department's Notice to Contractors and any amendments

21. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

22. **FURNISHING OF OTHER PROPERTY RIGHTS, LICENSES AND PERMITS** The Contractor shall acquire, at its sole expense, all property rights outside the Project Limits needed for construction staging, yarding, construction, waste disposal, or other Project-related purpose. The Contractor shall also acquire, at its sole expense, all licenses, Permits and other permissions that are necessary or appropriate to perform the Work that are not furnished by the Department.

23. **ALLOWABLE WORK TIMES** Work can be performed at any time except Saturdays, Sundays, Holidays and state government closure days, unless expressly specified otherwise in this Contract. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday. Saturday, Sunday or Holiday work must be approved by the Department. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

24. **SET-OFF RIGHTS** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT's right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. **WORKERS AND EQUIPMENT** The Contractor shall at all times provide all superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals as needed to perform the Work in Conformance within the Contract Time. The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Contract Administrator. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Contract Administrator may suspend the Work by written notice until such orders are complied with.

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

## 26. ENVIRONMENTAL REQUIREMENTS

Temporary Soil Erosion and Water Pollution Control If the Work involves excavation or placement of soil, the Contractor shall stabilize the area on a daily basis and comply with all applicable federal, state, and local laws, rules, regulations, permit requirements and conditions.

Hazardous Materials If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

Waste Materials All waste materials shall be disposed of in accordance with all federal, State, and local laws.

Environmental Non-compliance - Remedies and Costs The Contractor shall be in non-compliance if it, or Subcontractors at any tier, fail to comply with the terms of this Contract or any applicable environmental or land use law or regulation including Project specific permit conditions.

If the Contractor is in non-compliance, the Department may, at its discretion:

- A. Withhold all Progress Payments, or any portion thereof, during the period the Contractor is in non-compliance;
- B. Remedy such non-compliance using State forces or another Contractor and deduct all costs incurred by the Department from Progress Payments. Such costs include direct costs, Project Engineering costs, and Contractor costs from amounts otherwise due the Contractor, and/or
- C. Suspend the Work for cause and without cost or liability to the Department. Said suspension shall continue until the Contractor has addressed all non-compliance issues as directed by the Department.

The Contractor shall be responsible for any fines and penalties assessed by environmental or land use regulatory agencies due to such non-compliance. Such penalties may be withheld from amounts otherwise due the Contractor.

27. **QUALITY AND STANDARDS** Materials and manufactured products incorporated into the work shall be new unless otherwise specified, 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.

28. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the Work will be free from warranty defects for one year or as otherwise specified in this Contract. 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 hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

29. **PAYMENT** The Contractor shall submit an itemized invoice to the Department for Work monthly, at the completion of the Work or as otherwise noted in the Contract documents for approval and payment. At a minimum, invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Work
- Description and Location of Work
- Quantities at the Prices contained in the Contractor's Bid

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract.

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, or failure of Subcontractors to make payments to Sub-Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. All other causes that the Department reasonably determines negatively affect the State's interest.

30. **RESPONSIBILITY FOR DAMAGE TO WORK** Except for damage to Project caused by Uncontrollable Events, the Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures, and all other items or Materials not yet incorporated into the Work.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged Work or otherwise make good any losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to Promptly commence and continue such rebuilding, etc., the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor.

31. **RESPONSIBILITY FOR PROPERTY OF OTHERS** The Contractor shall not enter private property outside the Project Limits without first obtaining permission from the Owners.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The preceding sentence includes damage to vehicles passing through the Work area.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

32. **NOTICE REQUIRED** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Contract Administrator within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to Contract requirements without a timely Notice of Issue for Consideration.

33. **ENTIRE CONTRACT** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving

party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

## APPENDIX C

### STANDARD FORMS

Pre-Contract Meeting Documentation

Monthly Inspection Form

Contractor Check-In / Check-Out Sheet

**Pre-Contract Meeting Documentation**

The Contractor shall meet with Contract Administrator or their designee at least two weeks prior to the start of the contract. Failure to do so can result in the termination of the pending custodial contract.

Contractor supplied a list employees/personnel being assigned to or who will be entering the facility.

Contractor toured facility with Contract Administrator or their designee going over performance expectations and contractually scheduled tasks.

Date of Tour \_\_\_\_\_

Contract Administrator or designee Signature \_\_\_\_\_

Contractor Signature \_\_\_\_\_

Once completed the Contract Administrator will keep a copy on file.

## **Monthly Inspection Report Form**

The Contractor shall conduct an inspection the first week of every month and submit a report to the Contract Administrator for his records. If, during the inspection, deficiencies are noted, the Contractor may correct the deficiencies. Deficiencies and corrections shall be noted on the report.

The Contract Administrator or Designee will do periodic inspections using the Monthly Inspection Report Form. Once completed, a copy will be email to the Contractor for their records.

If any Deficiencies are found during the inspections, the Contractor shall be contacted and a meeting will be held to discuss resolution. Resolution of the deficiencies will be recorded on the form and a copy will be emailed to the Contractor for his records.

**Contractor Name** \_\_\_\_\_

**Inspector Name** \_\_\_\_\_

**Facility** \_\_\_\_\_

**Date of Inspection** \_\_\_\_\_

**Time of Inspection** \_\_\_\_\_

**Form to be used by Contractor, Contract Administrator or Designee**

Rating:

**E - Excellent G – Good (Meets Expectations) NI – Needs Improvement U - Unacceptable**

**ALL work shall meet or exceed standards**

<b>Restrooms: Includes men's, women's and staff restrooms</b>	<b>Rating</b>
Clean and deodorize all toilets, urinals, washbasins, hand dryers, mirrors, changing stations, soap dispensers and other fixtures.	
Sweep and mop restroom floors.	
Empty sanitary napkin receptacles, trash barrels and other necessary items.	
Clean and wipe door push plates, trash barrels and other related surfaces	
Check and fill hand soap dispensers, sanitary napkin, toilet paper dispensers	
Clean all windows to remove smudges, fingerprints, cobwebs, etc., inside and out.	
Clean and wash walls and toilet partitions.	
Remove and clean floor drains as necessary.	
Check all lighting sources. Remove and clean globes and other light fixtures	
Remove writing and marks from walls or partitions, clean up spills and any other accidents/damages promptly as they occur.	
Thorough cleaning of exterior heating registers, heating elements and heating ducts.	
Perform preventative maintenance as necessary.	

<b>Lobby Area: This area includes the portion of the building from the entrance to the restroom including the tile floor.</b>	<b>Rating</b>
Sweep and mop tile floor	
Vacuum all louvers, corner areas and any other appropriate places as required.	
Empty trash barrels and other receptacles.	
Clean and wipe door surfaces, trash barrels, and all fixtures requiring dusting, washing and polishing.	
Clean visitor payphones and check for proper operation.	
Clean windows to remove smudges, fingerprints, cobwebs, etc.	
Clean exterior heating registers, heating elements and heating ducts.	
Check all light sources. Periodically remove and clean globes and other light fixtures.	
Remove writing and marks from walls, clean spills and any other accidents/damages promptly as they occur.	
Clean offices by dusting, mopping, sweeping and cleaning all necessary areas.	
Maintenance/Janitorial duties on the main building and the equipment/storage building	
Surface clean vending machine building and windows.	
Operate and perform routine maintenance on all HVAC, water and sewer systems in accordance with procedures provided by MaineDOT.	
Re-stain all picnic tables and outdoor seating annually. Clean, sand, and repaint all metal supports for same, as necessary.	
Keep all bricked and paved areas free from trash, debris, gum, beverage spills, etc. on an on-going basis.	
Remove graffiti and marks from outside walls, clean up dirt/dust spots as necessary.	
Clean the equipment/maintenance building, sweep the floor, empty the trash and keep orderly.	
Clean the outside of the building for such items as cobwebs, cocoons, insects, nests, etc.	
Replace light fixtures and change doors according to seasons.	
Check and maintain drainage gutters or down spouts, snow and ice buildup and any other building or roof damage.	
Wash exterior windows, both inside and out to remove smudges, fingerprints, dust and cobwebs.	

<b>Grounds Keeping: Maintain all outside areas within the Rest Area boundaries.</b>	<b>Rating</b>
Pick up all litter on grounds and walkways on a continuous basis. Wash and clean all outdoor furniture and fixtures.	
Provider shall maintain flags per department flag etiquette policy. Notification of special events will be made via email.	
Sweep sidewalks and parking lots.	
Check for missing and damaged signs and notify MaineDOT.	
Maintain both pet exercise areas and remove animal waste daily. Maintain brick/paved walkways free of weeds and keep properly edged.	
Trim grass around all fences, signs, shrubbery, trees, and benches	
Pile up any fallen brush or tree limbs and MaineDOT will remove them for disposal. Notify MaineDOT immediately of any trees, limbs, or brush that require removal or pose any type of safety hazard to the public or facility.	
Mow grass as necessary in all lawn areas (maximum 2 ½ inch height) – encompasses approximately 4 acres. This includes leach fields both facilities	
Water, trim and maintain the appearance and health of all shrubbery and trees. Maintain, weed free, mulched planters. Replace eroded mulch as needed throughout. MaineDOT shall provide mulch, flowers, and plants and the Provider is responsible for their installation and upkeep.	
Check all light sources. Periodically clean accessible globes and other fixtures. Replace burnt out bulbs.	
Check the walks and parking areas for holes, rocks, garbage, etc.	
Place trash bags in designated dumpster or area.	
Empty all trash barrels and replace plastic bags.	

<b>Documentation/Training Certificates/Other</b>	<b>Rating</b>
Fire extinguisher Certifications	
O Tolerance Drug Certifications	
Sign in – Sign Out Sheet	
Complete Set of Safety Data Sheets	
Uniforms being worn	

**Contract Administrator/Designee:** \_\_\_\_\_

**Facility** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Deficiencies**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**Resolution of Deficiencies and Corrections Notes**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

