

APPENDIX A
SPECIAL PROVISION - SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor: _____

SCHEDULE OF ITEMS

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

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed
- c) the unit price/lump sum price is unreadable

Do not make handwritten changes to the bid documents.

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 Notice and Instructions.

Bidders are required to bid all Items.

Item Description	Unit Price	ESTIMATED QUANTITY	TOTAL BID = Unit Price x Estimated Quantity
MaineDOT Headquarters - Grounds Maintenance - April 14, 2018 to March 31, 2019	\$	1 LUMP SUM	\$
Bark Mulch – Supply, Deliver and Place	\$	100 CY	\$
TOTAL BID			\$

For the purpose of this RFP, a Maine Business is one that currently meets each of the following criteria:

- 1. Physical location within the borders of Maine;
- 2. Employment of at least one Maine resident; and
- 3. Subject to State of Maine taxes such as:
 - a. Business Income or Corporate Income
 - b. Property
 - c. Employment – Unemployment, worker's compensation

Are you a Maine Business as defined above in this Request for Proposals? ☐ Yes ☐ No

(Print Respondent's Name and Title)

(Signature)

(Date)

MANDATORY PRE-BID MEETING

Interested bidders are mandated to attend the walk-through of the Work site on April 5, 2018 at 9:30am, in order to view the entire MaineDOT site at 24 Child Street, Augusta ME. 04330. Only Contractors that attend the meeting and sign in will be allowed to bid. Following the pre-bid meeting, the sign in sheet for the meeting will be included with a written bid amendment available at <http://www.maine.gov/mdot/contractors/>.

Bidders shall direct all technical questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the "Request for Information" form. RFI's may be faxed, submitted to the Department at the pre-bid meeting, or submitted electronically via e-mail in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the "Request for Information" form.

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

CONTRACT ADMINISTRATOR

Upon award, the Contract Administrator for this Contract will be:

Name: Scott Gray
Title: Senior Technician
Address: Maine Department of Transportation
24 Child Street
Augusta, ME. 04330
Tel# (207) 624-3234

PRE-AWARD CONDITIONS

As a condition for Award of the Contract, the Department may require an apparent successful Bidder to demonstrate to the Department satisfaction that the bidder is responsible, qualified and licensed to perform the Work. The Department will provide the bidder with a written notice and may require the bidder to provide written documentation presenting evidence of qualifications.

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

Areas of experience shall include, but are not limited to:

- Landscaping
- Naturalized Pruning
- Mowing
- Herbicide Application

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

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder must provide all of the items within 14 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department. This requirement includes written documentation of the experience of the Contractor and/or subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five (5) years that highlight the Bidder's and subcontractors' related experience. Such information shall include:

1. the Company's history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor;
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor;
6. the names(s) of your subcontractor's, project superintendent(s) and foremen who had direct supervisory responsibility for the projects listed; and
7. A statement of the bidder's qualifications that includes the personnel and equipment available for the Work.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract the qualification and materials listing will be checked for general conformance with the information given in the contract documents. This review does not modify the Contractor's duty to comply with the contract documents.

The Department may determine:

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

SCOPE OF WORK AND REQUIREMENTS

Hours of Work: Work can be accomplished 7 days a week, between the hours of 0500 and 2000. The building is normally occupied between the hours of 0730 and 1630, Monday through Friday, except State holidays and government closure days. The Contractor will make every effort to perform all Work during unoccupied hours, unless approved by the Contract Administrator.

Supplies & Equipment: The Contractor will 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 needed, and shall operate from existing sources of the State furnished electrical power, water supply, etc. Equipment considered by the Contract Administrator to be improper or inadequate for this purpose shall be removed from the Work site and replaced with satisfactory equipment. At the discretion of the Contract Administrator, storage and supply areas, if available, may be provided to the Contractor. Such storage and supply areas shall be used at the Contractor's own risk. The Contract Administrator will allow the Contractor a temporary stockpile area for materials being used at this site (HQ). The Contract Administrator will restrict the size of the area and the length of time the area can be used for storage. If the Contractor exceeds the area size or time frame the Contractor will be financially responsible for any action taken by the MaineDOT. MaineDOT is not responsible for any lost or stolen material. If State storage and supply areas are utilized, the State shall in no way be responsible for lost, damaged or stolen equipment or materials.

Spring Maintenance Requirements: The following tasks will be completed by May 15th of each year:

1. Remove winter debris such as tree branches, leaves, sand and dirt from landscape beds, lawns and parking lots.
2. All debris to be removed off site and disposed according to local disposal laws.

Fall Maintenance Requirements: The following tasks will be completed by December 1st of each year:

1. Remove branches, leaves and other debris from landscape beds, lawns and parking lots.
2. All debris to be removed off site and disposed according to local disposal laws.

Landscape Maintenance tasks: The Contractor shall routinely perform the following tasks:

1. Mow and edge lawns when needed, but no less than once per week.
2. Prune back any tree, shrubs or ground cover to maintain the health of the said item and to keep a safe and obstruction free sidewalk and clear walkways of limbs or branches.

3. Remove litter, leaves and debris resulting from Work done in that area from plants, plant beds and turf areas. Clean Parking lots up from any debris resulting from Work done in that area.
4. Remove any broken or fallen branches from trees. Remove sucker growth from tree trunks.
5. Weeds are managed through the use of approved herbicides by State of Maine licensed applicators. Herbicides are to be applied no less than three (3) times during the year by a licensed person to maintain a weed free ground.
6. Replace bark mulch each spring which is two 2 inches and under in depth. Mulch will not be required when shrubs or ground cover completely hide the soil.
7. If any decorative rock gravel is to be replaced, it will be done by the MaineDOT.
8. Check plants for overall health, signs of disease or stress. Replace plants that meet conditions for replacement at the Contractor's expense. Request for other dead or missing plants shall be authorized by the Contract Administrator.
9. Sweep or blow-clean all walkways as needed and after every mowing event.
10. The irrigation system will be checked and repaired, if needed, by the Contract Administrator before each season. The Contractor shall, at its sole expense repair any damage resulting from any act, omission or neglect of the Contractor. The Contract Administrator will provide training for the use of the irrigation system.

A. Existing Conditions, Examination of Site:

1. Within two (2) weeks of starting date for Work under this contract, the Contractor shall make a thorough examination of current conditions at the site. The Contractor shall make a list of all landscaping items at the site in need of replacement, not healthy, missing or broken. A copy of this list with an itemized quote for correcting each item shall be submitted to the Contract Administrator, who will either authorize the Contractor's recommendations for correction or give written release from related responsibilities.
2. An on-site meeting shall be required before proceeding with any Work. Required to be in attendance at this meeting will be: a representative of the Prime Contractor, the MaineDOT Contract Administrator, and the licensed arborist for the Contractor.
3. The Contractor shall be considered to have examined both the landscaping and these specifications and thoroughly understand and familiarized himself/herself with the scope of Work when submitting this bid.

B. Care of Trees

1. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pest.
2. Prune trees only to remove dead, diseased, broken or dangerous branches.
3. Prune trees in only appropriate months as determined by a State of Maine Licensed arborist. Prune in accordance with generally accepted standards for proper pruning.
4. Discard all tree trimmings off-site.
5. Dead trees shall be replaced with size and appearance as directed by the Contract Administrator.

6. Check with local authorities prior to pruning. The contractor is responsible in determining if permits are needed and shall pay for required permits.

C. Shrubs and Plants:

1. Shrubs and plants shall be kept healthy, vigorous condition, free from disease organisms and large concentration of pests.
2. Shrubs shall be natural pruned, not sheered, weekly or as needed to remove broken, dead or diseased branches.
3. Shrubs found to be dead or missing shall be replaced with plant material of the same species at the expense of the contractor unless the loss was due to excluded damage.
4. Natural pruning to be accomplished between June 1st and July 15th.

D. Fertilizer:

1. Foliar applied fertilizer shall be water soluble and non-burning. Apply at manufacturers recommended concentration for plant type.
2. Granular fertilizer shall be applied at maximum label rate for plant type and at no less than twice a year.
3. Application dates, type of product used and the amount applied shall be submitted with each billing cycle.

E. Weed Control:

1. Weeds in turf areas shall be controlled using herbicide(s) approved for turf use in Maine.
2. Weeds in landscape beds shall be controlled using herbicide(s) approved for ornamental use in Maine.
3. When there is a risk of injury to ornamental plants from the use of herbicide(s), weeds will be hand pulled.
4. Applications dates, type of herbicides and the amount applied shall be submitted with each billing cycle.
5. Herbicide(s) are to be applied no less than three (3) times during the year.

F. Mulch:

1. Mulch source must be inspected and accepted by the Departments Contract Administrator before delivery.
2. Mulch shall be cared for as needed to create and maintain an even and uniform appearance over visible soil of each planted area.
3. The contractor shall add additional mulch regularly to maintain a layer no less than 2 inches in depth at all times in areas with existing mulch is present. The replacement of decomposed mulch will be the contractor's responsibility and part of this contract. Note: only two (2) inches of mulch is required, however a deeper layer of mulch greatly reduces the labor and chemicals needed throughout the year.
4. Mulch shall be applied before May 31st of each year.

5. Replacement of large amounts of mulch (over 1 cubic yard) which has been washed away will be paid as additional Work. Quotes will be submitted and approved by the Contract Administrator.
6. Mulch shall be uniform in appearance and free of leaves, sticks, or trash. Mulch may be chipped or shredded wood or bark. When replacing existing mulch, use a mulch product that is similar in appearance to that existing on site.
7. Avoid placing mulch against the trunk and root flair of landscape plants.
8. Method of Measurement and Payment for mulch measured and accepted for payment will be the number of cubic yards, delivered and installed to the required depth as directed by the contract administrator at the contract unit price.

G. Lawns:

1. Lawns shall be kept in a healthy, vigorous condition, free of disease and pest.
2. Lawn height shall not exceed five (5) inches at any one time.
3. Mow, edge and trim lawns weekly or as needed to maintain an even, well-groomed appearance.
4. Lawn clippings shall be removed off site. The Contractor is encouraged to use mulching mowers.
5. Weeds in turf areas shall be controlled as stated in the weed section.
6. Existing sprinkler system shall be used to maintain the Capitol Street lawn.
7. Any lawn found dead or severely yellowed shall be replaced within two weeks with plant material of the same species at the Contractors expense, unless the loss was due to excluded damaged.

H. Clean up and Litter Removal

1. All debris to be removed off site and disposed according to local disposal laws.
2. Sweep or blow-off walkways and sidewalks weekly. Sweeping of parking lots is part of this Work unless noted otherwise in contract.
3. Do not use blowers prior to 0700, or after 1900hrs or at any other hours restricted by law. Do not use blowers around parked vehicles. All litter shall be removed from sidewalks, walkways and planted areas weekly. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected and disposed of properly off site.
4. The intent of this requirement is for the Contractor's workers to take great pride in the appearance of this site.

I. Chemicals, Herbicides and Pesticides

1. A list of all chemicals, herbicides and pesticides must be provided to the Contract Administrator at least two (2) weeks prior to their application.
2. All chemicals shall be used in accordance with label directions and the manufacturer's handling methods. All chemicals shall be handled in accordance with

all applicable regulations. Registered chemicals shall be used only on the advice from a State of Maine certified applicator.

3. Pesticides can be applied one hour prior of business and Herbicides applied during minimal employee presence.
4. Signage designating herbicide application must be maintained for 48 hours and removed immediately following.

J. Communications and Reporting:

1. Every effort should be made for open communications between the Contract Administrator and the Contractor. The Contractor is encouraged to ask questions rather to make assumptions.
2. Complete project task scheduling shall be presented to the contract administrator prior of work being started. Reports will include, but not be limited to, pruning and herbicide application dates.
3. Monthly activity reports shall be submitted with each invoice.

Additional Work: All requests for Work that will require additional payment must be in writing. Work will not start until approval is in writing from the Contract Administrator. Failure to obtain written approval may result in non-payment. Unless otherwise noted, request for additional Work must be made two weeks prior to the Work being started. Emergency repairs may be required when public safety is a concern. In situations as this, the Contractor shall respond within 24 hours to make repairs to protect the public or employees safety. Verbal approval is sufficient for Emergency repairs.

USE OF FACILITY

1. Upon completing Work in each area around the building, the Contractor's personnel will assure that all debris is cleaned up.
2. Contract does not provide for closure of existing areas around the facility. If an area must be closed for safety reason the Contractor must have received approval from the Contract Administrator. The Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Work areas.

CONTRACTOR PERSONNEL & RESPONSIBILITIES

1. Contractor and their employees shall not utilize or operate State-owned equipment of any type without specific authorization of the Contract Administrator or authorized State employee. This is to include, but is not limited to all office machines, telephones, etc.
2. The Contactor will screen all personnel to assure MaineDOT that all employees are of good character. The Contractor shall employee only personnel skilled or capable of becoming skilled in Work being performed.

3. Safety - The Contractor is responsible for instructing employees in safety measures considered appropriate. The Contractor shall not permit any acts that could be deemed unsafe.
4. Contractor must comply with all Federal and State safety laws and regulations, including OSHA and SDS requirements.
5. The Contractor will provide a safety plan to the Contract Administrator. Contractor will provide safety vest or safety shirts for employees and subcontractors that are working on MaineDOT Main Office grounds.
6. The Contractor shall at all times provide adequate supervision of employees to ensure complete and satisfactory performance of all Work in accordance with the terms of the contract. When there is more than one full time employee involved, the Contractor will have a responsible supervisor in the building when the Work is being conducted. The Contractor shall also instruct the Contract Administrator how the Contractor or supervisor can be contacted during normal business hours and outside of normal business hours.
7. Any employee of the Contractor who may, in any manner, be unsatisfactory to MaineDOT, either because of mannerisms, crude habits, criminal records or other reasons, shall be removed immediately by the Contractor and replaced by another employee upon direction of the Contract Administrator.
8. All subcontracts of the Contractor, and all lower tier subcontractors, shall contain or reference all applicable provisions of the Contract. The Contractor shall perform at least 30% of the value of the work with its own workforce. The Department, upon written notice to the Contractor, may require that the Contractor discharge any subcontractor without cost or liability to the Department.
9. Inspections of the Work will be made by the Contract Administrator or designee and if in the judgment of the Contract Administrator or designee, the appearance of the area under contract does not meet the standards set forth herein, the Contractor will be required to take immediate corrective action, and all payments for services shall cease until the level of housekeeping required has been attained.
10. The Contractor will submit written monthly reports including, but not limited to, what the contractor did for Work that month, the total number of employees and hours and the resources used to complete this task. This is to insure continued efficient communication. The Contract Administrator can modify information being requested to be more or less at any time throughout the contract.

CONTRACTOR AND EMPLOYEE REQUIREMENTS AND CERTIFICATIONS

1. The Contractor is required to have five (5) years of experience performing this type of Work.
2. The Contractor or subcontractor is required to have a valid license from the Board of Pesticides to apply any chemicals to MaineDOT grounds.
3. The Contractor or subcontractor is required to have a valid arborist license from the State of Maine.
4. Contractor must maintain on premises, a complete set of Safety Data Sheets (SDS) and have them accessible to the Contract Administrator.
5. **DRUG FREE WORKPLACE.** By signing the Contract, 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. Contractor will notify employees that as a condition of employment under the Contract 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.

The Contractor shall notify MaineDOT and the Contract Administrator within ten (10) 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 30 days of receiving such notice with respect to any employee who is convicted: take appropriate personnel 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.

6. The safety of the public and employees at the MaineDOT Main Office is of the utmost importance. Therefore, 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.

DEFAULT AND TERMINATION

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

1. Fails to provide labor, Equipment or Materials specified in the Contract,
2. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
3. Fails to perform Work when specified in the Contract.
4. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
5. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
6. Discontinues the prosecution of the Work without the Department approval.
7. Continues to perform Work after the Department directs that Work be stopped.
8. Fails to follow recognized Safety Standards.
9. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

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

1st Incident: If the Contractor does not take corrective action within two (2) days upon receipt of verbal warning, the Department will issue a written warning.

2nd Incident: The Department will issue a written warning.

3rd 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.

METHOD OF MEASUREMENT

MaineDOT Headquarters – Ground Maintenance will be measured for payment as one lump sum.

Bark Mulch – Supply, Delivered and Place will be paid at the contract unit per cubic yard measured in vehicles at the point of delivery.

BASIS OF PAYMENT

Complete and accepted MaineDOT Headquarters – Ground Maintenance will be for at the contract lump sum price. Such payment will be full compensation for Work as called for in the contract and related incidentals necessary to complete the work. Payment will be made in twelve (12) equal monthly installations.

Bark Mulch – Supply, Delivery and Place will be paid at the contract unit price per cubic yard. Payment shall be full compensation for the Mulch, delivery, placement, cleaning debris and all related incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
MaineDOT Headquarters – Grounds Maintenance	Lump Sum
Bark Mulch – Supply, Delivered and Place	Cubic Yard