

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

Bidders are required to bid all Items.

Description	Estimated Quantities & Units	Unit Price \$	Bid Amount \$ Est Quantity X Unit Price
Annual Trane Heating Preventative Maintenance and Service Work	1 Lump Sum	\$	\$
Annual Trane Air Conditioning and ventilation Preventative Maintenance and Service Work	1 Lump Sum	\$	\$
Annual preventative maintenance for ReznorV3 series unit heaters	15 each		
Annual preventative maintenance for gas furnace in Prep Bay area – LG14-225/275B40-2B	1 Lump Sum		
Annual preventative maintenance and quarterly inspections & quarterly filter changes for exhaust removal, makeup air units and Energy Recovery units	8 each		
Annual preventative maintenance and inspection of Taco Radiant heat floor system & quarterly blowdown in wash bay area per manufacturer's specifications	1 lump sum		
Regular Hourly Rate - Hourly rate for repair/emergency services at this site, (6:00am – 5:00pm)	Estimate 80 Hrs.	\$ _____ Per Hr.	\$
TOTAL BID			\$

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

Signature

Date

(Print Bidder's Name and Title)

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting and facility walk through will be held at the Augusta Maine Department of Transportation Facility located at 66 Industrial Drive, Augusta, Maine, at the time stated in the Notice to Contractors. Steel toed footwear and safety glasses are required for the facility walk through. Only Contractors that attend the meeting and sign in will be allowed to bid. Following the pre-bid meeting, the sign in sheet for the meeting will be included with a written bid amendment available at <http://www.maine.gov/mdot/contractors/>.

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

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

AS BUILT PLANS AND HVAC SPECIFICATIONS

Before submitting a Bid, the Bidder is responsible for: (A) obtaining and examining the Plans, Specifications, all Bid Amendments, and all other Bid Documents; (B) examining the As Built Information, the MaineDOT 66 Industrial Drive HVAC Construction Specifications and all other information provided or referenced in the Bid Documents; (C) examining the site(s) of Work and making other examinations and investigations that are needed to Make the Bidder fully aware of the conditions that would be encountered in performing the Work, and (D) communicating with the Department as provided in Section 102.5 - Communication Before Bid Opening.

The Department has made available as-built plans. The system was installed new in 2014. The Bidder shall be responsible to verify all existing conditions and equipment. Bidders are obligated to examine and obtain existing equipment, system and condition information. The As Built Plans and MaineDOT 66 Industrial Drive HVAC Construction Specifications may be accessed at the Department’s web site. The Department shall not be responsible for the Bidders’ and Contractors’ interpretations of or estimates or conclusions drawn from the As Built Information and Specifications. Data provided may not be representative of the actual current conditions and equipment.

HEATING, EXHAUST, VENTILATION and AIR CONDITIONING SERVICE

The MaineDOT is accepting Bids with intent to award a contract for the purpose of providing the MaineDOT 66 Industrial Drive Facility in Augusta, with preventative maintenance and repair services for all heating, exhaust, ventilation, & air conditioning units. The contract will be awarded for a one year period starting on the Contract execution date, with the option to extend up to three (3) additional years on an annual basis at the Department's discretion. One contract will be awarded for all Work.

The facility at 66 Industrial Drive was reconstructed and a new gas HVAC system installed during the fall of 2014. In addition to the main HVAC system, there are 15 gas fired Reznor unit heaters located in the garage areas, 3 Energy Recovery units 4 Makeup Air Units, exhaust removal systems in heavy equipment and fabrication shops, emergency air/exhaust system in heavy shop and a gas furnace in the prep bay area. This contract does not guarantee the annual amount for services.

Contract Administrator the Contract Administrator for this contract will be:

Mike Colson
MaineDOT, Fleet Services
66 Industrial Drive, 26 State House Station
Augusta, Me. 04333
Telephone # 207-624-8207

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

Contractor Requirements - Contractor must have at least five (5) years' experience successfully maintaining and repairing commercial/industrial systems and equipment larger and more complex than or substantially equal to that located at the physical plant at 66 Industrial Drive. This experience must include central air handling units, gas heating, outdoor air conditioning units, air energy recovery units, humidification units, air exchangers, ductwork, maintaining indoor air quality and automatic temperature controls. Contractor's employees shall possess licenses as required by the State of Maine including boiler operator, electrician, and/or plumber licenses.

Contractor may be requested to submit copies of licenses or certificates when required by the State of Maine, the manufacturer or by the Department. As a condition for Award of the Contract, the Department may require an apparent successful Bidder to demonstrate to the Departments satisfaction that the bidder is responsible and qualified to perform the Work. The Department will provide the bidder with a written notice and may require the bidder to provide written documentation regarding successful completion of projects of similar size and scope to be considered for the award of this contract. This requirement

includes written documentation of the experience of the General Contractor and/or subcontractor(s) who will be performing the Work specified in the contract documents, a list of recent experience in similar construction projects, including;

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

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

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

The Department may determine:

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

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

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

The Contractor must:

- Work effectively with minimum supervision.

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

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

Heating units & air handling/exchange units are to be serviced between September 1st and October 1st, and a second operational performance inspection in January. Must be scheduled and coordinated prior to this date with the Contract Administrator.

Cooling units are to be serviced between April 1st and May 1st, with a second operational performance inspection during the cooling months. Must be scheduled and coordinated prior to this date with the Contract Administrator.

All air intake filters to include MAU, ERU and Heating/Cooling units will be changed three (3) times a year April, July and September.

Scope and Specifications of Work to be Performed - The Contractor is to perform preventative maintenance and repair services for all heating, exhaust, ventilation and air conditioning units at the MaineDOT 66 Industrial Drive Facility in Augusta, Maine. This includes providing all labor and furnishing all equipment, supplies, materials and other applicable tools/items needed to maintain and repair all the HVAC systems, exhaust and air exchange equipment at MaineDOT 66 Industrial Drive, Augusta, ME, except the Trane control work. All Work shall be performed by a licensed technician and shall be performed in accordance with manufacture recommendations and specifications. All parts shall be manufacturer original or recommended.

Preventative Maintenance Services – The Contractor shall annually perform preventative maintenance service as described below on all heating, ventilation, exhaust and air condition equipment at the MaineDOT 66 Industrial Drive in Augusta. Gas heating, associated components and air handling/exhaust units shall be considered to be an “Assignment”. Air Conditioning system shall be an “Assignment”.

1. Gas heating, associated components & Air Handling, exhaust and air exchange Units - The Annual Preventative Maintenance and Service Work shall be performed annually between September 1st and October 1st, and once during the heating season of each contracted year (January). All Work must be scheduled

and coordinated with Contract Administrator. Work is to be performed during Straight Time hours unless otherwise authorized.

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

- a) All safety devices will be cleaned, overhauled and adjusted as necessary.
- b) Clean intake hood filters.
- c) Inspect energy recovery wheel seals, adjust as required
- d) Inspect energy recovery wheel, clean as needed.
- e) Visually inspect coil for leaks.\
- f) Inspect coil for cleanliness and clean if necessary.
- g) All furnaces and heat exchangers will be cleaned and inspected.
- h) All controls will be cleaned and calibrated.
- i) Inspect bolts and setscrews for tightness, tighten as necessary and worn setscrews should be replaced immediately.
- j) All electrical connections will be inspected and tightened if required.
- k) All corroded components will be cleaned and reported.
- l) All units will be started to ensure trouble-free operations.
- m) All equipment will be fired, tested and adjusted for maximum efficiency.
- n) All burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
- o) All filters will be replaced with pleated filters
- p) All motors, bearing, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
- q) All motors, pumps, fans couplings, seals and mounts will be inspected and adjusted.
- r) All belts will be inspected for wear and alignment and replaced as required per manufacturer's specifications.
- s) Defective and inoperative equipment will be identified and reported immediately to Contract Administrator.

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

Quarterly inspections and filter changes are to be performed on the RenewAire recovery systems and should include but not limited to:

- Visual equipment inspection
- Supply fan inspection
- Power exhaust fan(s) inspection – Direct Drive
- Filter inspection and change
- Startup condenser fan check

- Cooling check
- Startup heating check 2 stage heating – Voyager foundation
- Startup heating check modulating heat - Voyager
- Manual log with electronic device

Radiant heat system in the Wash Bay area is to also have blowdown process performed every three months during the year as specified by the manufacturer.

2. Air Conditioning and associated components – The Preventative Maintenance and Service Work is to be performed between April 1st and May 1st and once during the cooling season of each contracted year. All Work must be scheduled and coordinated with Contract Administrator. Work is to be performed during Straight Time hours unless otherwise authorized.

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

- a) Equipment will be cleaned and inspected for proper airflow.
- b) Coils and blowers will be inspected, brush-cleaned and vacuumed
- c) Disposable filters will be replaced with pleated filters and washable filters will be cleaned.
- d) Clean intake hood filters.
- e) Motors, pumps, fans, couplings, seals and mounts will be inspected and checked for proper operation and condition.
- f) Motors, bearings, automatic valves and other equipment requiring lubrication will be lubricated as required and adjusted.
- g) Safety Devices will be cleaned and checked for proper operation.
- h) OEM temperature controls will be cleaned and calibrated.
- i) Electrical connections will be inspected and tightened.
- j) Drive belts will be replaced, aligned and tensioned.
- k) Inspect energy recovery wheel seals, adjust as required
- l) Inspect energy recovery wheel, clean as needed.
- m) Air conditioning and ventilation equipment will be tested and adjusted for maximum efficiency.
- n) Defective and inoperative equipment will be identified and reported immediately.

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

3. Controls - Issues and concerns relating to existing system Trane Controls will be coordinated with MaineDOT personnel and the MaineDOT Trane Control Contractor. Operational problems discovered during the inspection are to be noted on the service report along with the estimated cost (if any) to correct the problem.

Repair Work - Repair Work shall include Work not included in the Preventative maintenance work which may be discovered, recommended and approved during annual maintenance or assigned by the Department at a different time. Each specified task or amount of work shall be an "Assignment". Contractors are required to accept and perform all Assignments. The Department and the Contractor shall mutually agree to scope and schedule prior to the Contractor beginning the Assignment. The Contract Administrator for Maintenance/Repair/Emergency Work or their designated representative must approve all Repair Work, prior to the Work being performed. The scope of work covered under this contract includes repairing existing heat and air conditioning units and is not intended to be used for replacing and installing new equipment. Major or extensive work to systems and replacements, as determined by the Department, will be bid and contracted separately.

The Contractor shall perform repair Assignments to HVAC, exhaust and air exchangers at 66 Industrial Drive as determined by MaineDOT during regular business hours of 7:00 a.m. to 4:00 p.m. unless otherwise authorized by MaineDOT. The Contractor is to receive prior approval from the Contract Administrator for parts orders over \$500.00 for any one repair. Miscellaneous items and materials shall not be billed separately, but shall be considered incidental to related items. Service and parts needed over and above what was originally authorized must be authorized by Contract Administrator or designee prior to any work performance or replacement. Invoices shall show the itemized list of parts and materials and the associated costs.

When the Department determines that the Assignment is an emergency the Contractor has ½ hour to reply to notification, and accept or decline, if the Contractor accepts the Assignment they must be on site within 2 hours after notification. If they do not show up, we may assign to another Contractor. In an Emergency situation the Contractor will be notified by email or called by phone and must have 24/7 coverage to respond.

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

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

Testing Backflow: Preventers shall be tested as per municipality.

Allowable Work Times - The Contractor shall perform work only during the following times Monday through Friday, 7:00 AM through 4:00 PM except for they may not work on holidays as defined in Appendix B unless otherwise directed by the Department.

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

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

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

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

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

Hourly Work will be measured as Straight Time when the work is performed Monday through Friday from 7:00 AM to 4:00 PM.

Hourly Work will be measured as Overtime when the work hours occur on Saturday or extend after 4:00 PM or before 7:00 AM Monday through Friday.

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

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

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

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

For the purpose of billing, the Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site. The total amount of hours will rounded off to the nearest 1/2 hour.

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

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

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

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

The Contractor shall submit an itemized invoice to the Contract Administrator for services bi-weekly, or at the completion of the Assignment for approval and payment. The Department will pay for accepted Work based upon prices bid and complete and correct invoices.

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

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

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

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

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

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements or Scope and Specifications of Work to be Performed*.
- B. Fails to answer or reply to the Department within ½ hour of emergency notification of work.
- C. Fails to commence work or be onsite within 2 hours after accepting an emergency assignment.
- D. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- E. After work on assignment has commenced, fails to continuously work on assignment without Department approval.
- F. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- G. Continues to perform Work after the Department directs that Work be stopped.

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

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

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

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

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

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

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 (C) for if an emergency will count as 1st incident and no time to cure.

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

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

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

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

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

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

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

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

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

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

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

“The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project or Work location, WIN (if applicable) and/or Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid

Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

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

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

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

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

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

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

SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.1 Analysis of Bids - Amend this Section by adding the following:

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

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

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

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.”

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

- (A) Default(s) or termination(s) on past or current Contracts.
- (B) Failure on past or current Contracts to pay or settle all bills for labor, Materials or services; to comply with directives of the Department, to fulfill warranty obligations, or to provide Closeout Documentation.
- (C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- (D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- (E) Failure to accept an Award of a Contract made by the Department.
- (F) Failure to provide information requested by the Department in a timely manner.
- (G) Debarment, suspension or a denial of prequalification or 'award of contract' by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- (H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- (I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- (J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- (K) Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the

public, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is “Not Qualified”.

103.5 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.”

103.5.4 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 bonds (if applicable), 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.”