

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 as 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 \$/Per Hour	Bid Amount = Est Qty. X Unit Price
Master Plumber per Hour	250 Hours		
Journeyman Plumber per Hour	50 Hours		
Plumbers Helper per Hour	50 Hours		
TOTAL BID			

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

(Print Respondent's Name and Title)

Signature

Date

Contract Administrator the Contract Administrator for this contract will be:

John Maksut, Region 1 Transportation Operations Manager
Maine Department of Transportation
51 Pleasant Hill Road
Scarborough, ME 04070
Telephone # 207-592-2806

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

The Contractor shall be able to be notified and the necessary personnel and equipment mobilized and be on site within three (3) hours or less when the assignment is an emergency as determined by the MaineDOT.

- The Contractor must have a minimum of three (3) years of experience performing each type of work that they expect to perform.
- Ability to work effectively with minimum supervision.
- Knowledge of all Plumbing Codes and OSHA requirements.
- All tools and equipment needed to perform required duties.
- A reliable vehicle to provide transportation for employee's to and from jobsite. Vehicle must carry all tools, supplies, and equipment needed for job duties.
- All Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures.
- Must provide contact list with phone numbers in order to be contacted for services.

Scope and Specifications of Work to be Performed

- a. As work arises, the MaineDOT will assign work to the Contractor. This work is to include but not limited to general Plumbing maintenance and repairs in our garages, office buildings, crew quarters, out buildings within MaineDOT Region 1 area, in the Counties of York, Cumberland, Androscoggin, and Oxford.
- b. Assignments will be performed by one plumber and a service truck unless otherwise directed by the Department. If the contractor determines that additional plumbers or equipment are needed, the contractor must get prior Department approval for the additional workers or equipment to be measured for payment.
- c. 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. The Contractor will receive the Actual Cost of Materials including freight and Delivery charges (but excluding any sale or use tax) plus a single 15 percent markup. MaineDOT will determine which materials will be purchased by the Contractor and which will be purchased by MaineDOT.

Measurement and Payment

The Contractor will be paid by the hour for each hour work is performed at the contract unit price per hour, overtime will be paid at the contract unit price per hour at time and 1/2, 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 AM to 4 PM.

Hourly Work will be measured as overtime when the work hours occur on Saturday or extend after 4 PM or before 7AM 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.

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 be rounded off to the nearest 1/2 hour.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator in the Maine Department of Transportation Scarborough Office, for services at the completion of the assignment and acceptance of the finished material.

Allowable Work Times

Unless otherwise directed by the Contract Administrator, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B unless otherwise directed by the Department.

Basis of Award and Assignments

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet “Contractor requirements”.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department and each responsive responsible bidder will enter into a Contract that will obligate each bidder to perform work pursuant to an Assignment at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department and the ability of the bidder according to the following terms. In the case work arises, that the Department has determined can best be addressed using one of these contracts, Work will be assigned under these contracts according to the following process: **The Contractor with the lowest estimated cost for the particular Assignment as calculated on the individual unit prices given in the “Schedule of Items”**, with the experience, equipment, response time, and ability to complete the Work in the allotted time will have first option to enter into a contract to perform work pursuant to an Assignment. If this Contractor is unable to accept the work, then the Contract Administrator will contact the Contractor that is estimated to have the next lowest cost to see if that bidder will accept the assignment. If that next low bidder is unable to accept the work, then the Contract Administrator will contact the next lowest bidder, and subsequent bidders in ascending order of the amount of their bids, until a bidder accepts the assignment. Upon mutual agreement, the assignment will then be given to the successful bidder. The Work described will become part of the Contract.

Not all plumbing services will be done under these contracts. These Contracts will not include Work that falls under Capital Work Plan or Program projects, moveable bridges, separately advertised projects, snow and ice equipment maintenance and repair or Ferry/Marine services. Work may also be done by the Department. Emergency Work may be done by other means not associated with this solicitation.

Default and Termination The Contractor is in Default of the Contract if 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 within 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.

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.

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.”

103.5.1 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 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.”