

**APPENDIX A  
SPECIAL PROVISIONS  
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.

Item Description	Estimated Quantities	Hourly Rate	Total Bid Amount
Carpenter	500 Hours		\$
Roofer	150 Hours		\$
Professional Engineer	20 Hours		\$
Foreman	200 Hours		\$
Laborer	500 Hours		\$
		Rate Per Each	
Mobilization	20 Each		\$
<b>TOTAL BID</b>			<b>\$</b>



**Electronic bidding will NOT be  
available for this bid.**

**Bids will NOT be accepted  
by email or fax.**

**SIGNED PAPER BIDS ARE REQUIRED  
and may be  
mailed, sent express or hand delivered.**

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The Maine Department of Transportation (Department) is accepting applications and bids with the intent to award contracts to contractors that can provide expertise in Carpentry and Building Trades to inspect, maintain and repair Dome Storage Buildings owned by the Department. The contract will be awarded for an initial period expiring on December 31, 2023 and may be renewed up to approximately four (4) additional years at the Department's discretion if agreed upon by both parties, with a 2.5% increase per year for the entire contract renewal period.

**I. SCOPE OF WORK & REQUIREMENTS**

Background: The Department owns and is responsible for the maintenance and repair of sixteen (18) Domes throughout Maine. This contract is to provide maintenance and repair to those facilities at the locations listed below.

The facility locations at which the Department may designate to have work performed are as follows:

Charleston  
Enfield  
Oakfield  
Madawaska  
Topsfield  
Wesley  
Washington  
Bridgton  
Gorham  
China  
West Gardiner  
Montville  
Richmond  
Poland  
Turner  
Standish  
Unity  
Knox

### **Scope of Work**

The Contractor shall perform maintenance, repairs, and upgrades to the Department's dome structures. Additionally, the contractor will perform inspections of dome facilities and prepare a report of findings for each inspection, to be submitted to the Department. Work shall be performed on an hourly rate basis as authorized by the Department. The rate for weekend work will be at one and one half of the hourly rate.

Notification to Begin Work: Requests for contract services will be made by the Contract Administrator specifying the assignment, the nature of the work, and any time constraints. Work will be performed as agreed upon for each assignment. The Contractor shall respond in a timely manner in accordance with a schedule approved by the Department. The Contractor shall notify the Contract Administrator, prior to working at any facility.

Personnel: The Contractor will assign one (1) individual, or a crew to respond and provide the services required of this contract. If more than one (1) person is required to perform any task, it shall be approved by the Contract Administrator prior to mobilization.

Assigned work will be performed at the contract unit price.

Equipment: The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment and tools are defined as all necessary personal protective equipment, and hand and power tool required to perform the services contracted. Equipment shall be well maintained and in good working order. Specialty tools or equipment required to perform nonstandard tasks may be purchased or rented with prior approval by the Contract Administrator. The Department will reimburse the Contractor for rented equipment, including, if required, the approved rental of a man lift. Tools purchased under this agreement will be maintained in good working order. The Department will reimburse the Contractor for the approved purchases and the tools shall remain State Property.

Materials: Prior to any purchase of materials, the contractor shall submit a list of the required materials and request the approved material list from the Contract Administrator for each facility location the maintenance, repairs or upgrades are needed. On behalf of MDOT, the Contractor may procure all materials necessary for the proper accomplishment of the work upon prior approval by the Contract Administrator, unless otherwise directed. All materials shall meet applicable State of Maine Standard Specifications and/or approved by the Department.

All work and materials will be inspected by the Contract Administrator, if not conforming to the plans, specifications, and industry standards at any time, it will be rejected. If the Contract Administrator determines that work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work at the expense of the Contractor, without cost or liability to the Department.

Contract Administrator: The contract administrator shall be determined and named at the time the work order is issued. The Contractor shall contact the Contract Administrator, to coordinate the work. The Contractor shall submit Daily Work Reports for the hours worked and submit invoices for tools, equipment, material, and parts to the Contract Administrator as described in this contract.

### **General Requirements**

Some work may occur or be scheduled on weekends and on state holidays or state shutdown days when authorized by the Department. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Indigenous People's 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.

In general, work will be performed during the Department hours of operation (7:00 am to 4:00 pm) unless otherwise approved or required by the Department. Time will start as soon as the Contractor arrives at the job and will end when the Contractor leaves for the day.

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to (1) all persons who may be affected by the Work and (2) all the Work and materials and equipment to be incorporated therein. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Provider, and/or any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the acts or omissions of the Department or its Contractors, Consultants or Vendors). The Department is committed to providing safe conditions for employees, contractors, vendors, and visitors at the Department's facilities and on the work sites. Strict adherence to State and Federal OSHA and EPA Regulations and the Department's Safety policies will be required.

### **Contractor Requirements**

- Contractor employee's that will be assigned to the Work in this Contract shall have sufficient experience with self-supported, panelized construction domes including repairing and replacing panels, plugs and bracing, and engineering additional bracing, bracing replacement, panel replacement and panel repair.
- Contractor shall have the ability to perform highly skilled carpentry and building tasks independently, including framing and finish carpentry.

- Contractor shall have the ability to read, interpret, and construct a project from plans and specifications.
- Contractor shall provide labor and tools and necessary equipment needed to perform required duties.
- Contractor shall have knowledge of all state and federal codes that pertain to the operation, OSHA Standards, Department safety policies which will be provided as they relate to dome inspection and repair.
- Contractor shall provide proof that any employee that regularly works under this Contract has successfully completed the 30-hour Construction Industry OSHA certification.
- Contractor shall provide and use all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures of the Department.
- Contractor shall be able to work effectively without supervision.
- Contractor shall have the ability to travel to the various locations.

### **Basis of Payment and Method of Measurement**

The Contract amount will be determined by the actual work authorized and performed at the contract unit price per hour.

The Contractor will be paid by the hour for each hour work is performed, excluding meal breaks, at the contract unit prices per hour. Straight Time shall be paid for Work performed during the hours defined in the section “General Requirements”. State, Federal, and company regulations and policies regarding overtime shall have no bearing on the Department’s payment to the Contractor for Straight Time. The Contractor shall be paid for the hours worked to the nearest 1/4 hour. Other than being paid Mobilization 1 (one) each per Assignment, travel time to and from the assigned work location, and picking up any equipment, tools, parts and materials will be considered incidental and shall not be measured for payment. No expenses, mileage, meals or phones will be paid.

The Contractor shall be paid by the Hour (Straight Time Rate) for each accepted hour Work is actually performed for the Department.

Work on weekends, Holidays, and State Shutdowns will be paid at a **one- and one-half times** of the Hourly Rate (Straight Time Rate).

The Department will pay based upon Daily Work Reports. The Contractor shall not submit invoices to the Department. The Department will complete a Daily Work Verification Form. The Contractor must attest to the accuracy of the quantity of hours worked. The Daily Work Verification Form must be signed by a Department representative and the Contractor’s employee and both the Department and the employee retain a copy. The Department will send a copy of these forms to the Contractor. If no Daily Work Verification Form is completed, quantities and pay items will be determined by the Department.

Payment for Specialty Equipment and Materials Obtained and Stored: Acting upon a request from the Contractor and accompanied by Receipted Bills, the Department will pay for specialty equipment purchased or rented for the Work. Purchased equipment will become property of the Department when the contract is complete.

Acting upon a request from the Contractor and accompanied by Receipted Bills, the Department will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department.

Equipment and Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor until materials are installed and accepted or the end of the contractor. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

## II. GENERAL INFORMATION

This Bid does not commit Department to pay any costs incurred in preparing and submitting your proposal, or in procuring or subcontracting for services or supplies related to the proposal. Department reserves the right to reject any and/or all bids.