

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

LOW BID
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.

Basis of Award shall be for one (1) year beginning on the date of award. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended up to 2 additional one-year periods at the bid prices listed below.

Item Description	Estimated Quantity	Unit Price Per Square Foot.	Total Bid Amount
Geokrete Manhole Rehab	5000 sq ft	\$	\$
TOTAL BID			\$

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

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

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

Signature

Date

 (Print Bidder's Name and Title)

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

**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.**

For further information, see “BIDDING INSTRUCTIONS”
which are located near the front of the bid book.

Contract Administrator

The Contract Administrator for this contract will be:

Region 3, Transportation Crew Leader- Contracts, Gabe Midkiff
Maine Department of Transportation
932 US 2 E. Wilton Maine, 04294
207-592-1887
Gabriel.E.Midkiff@maine.gov

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

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

- Rehabilitating sewer and storm basins. This includes but is not limited to manholes, boxes, wet wells, and other similar structures.
- Work performed in live traffic in accordance to the Manual on Uniform Traffic Control Devices (MUTCD)
- Work performed in or around water bodies in compliance with standards set by the Maine Department of Environmental Protection (MDEP).
- Working in confined spaces and must comply with OSHA 29 CFR 1910.146.

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

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder's key personnel who will be performing the Work specified in the contract documents, including a description of similar work completed in the last five (5) years that highlight the Bidder's and subcontractors' related experience. Such information shall include:

1. the key personnel's experience and number of years performing 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 and value of the work performed by key personnel.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule. Contractors may be required post bid pre award to demonstrate they meet some of the contractor requirements.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be "Not Qualified" or disqualified as non-responsive. Within 14 days, 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 Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience
- C. No Safety Plan or Project and Site Specific Safety Plan or an unacceptable Safety Plan or Project and Site Specific Safety Plan
- D. Default(s) or termination(s) on past or current Contracts.
- E. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- F. Failure to provide Closeout Documentation on past or current Contracts.
- G. Failure to fulfill warranty obligations on past or current Contracts.
- H. Failure to comply with directives of the Department on past or current Contracts.
- I. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- J. Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- K. Failure to accept an Award of a Contract made by the Department to the Contractor.

- L. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- M. Failure to provide information requested by the Department pursuant to this Special Provision.
- N. 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).
- O. Debarment or suspension 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.
- P. Other 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.

Scope and Specifications of Work to be Performed

The Contractor shall provide and maintain a current contact list with phone numbers and e-mail addresses in order to be contacted for services.

The Contractor shall provide a Certified Applicator, all labor, materials, and equipment required to provide for the preparation and installation of a Geopolymer Lining System for internal protection and fully structural rehabilitation of existing sewer and storm basins. This includes but is not limited to manholes, boxes, wet wells, and other similar structures.

The MaineDOT will supply all traffic control as needed to perform the work.

The Contractor shall use an approved structural, monolithic hand or spray-application of a high-build, Geopolymer Lining System with enhanced corrosion and abrasion protection, forming a new structure within existing deteriorated structure. The geopolymer liner may be spin cast, hand sprayed or troweled.

The Contractor shall provide a Post Installation Structure Inspection Form documenting at minimum: Host material, installed liner material and thickness, date of installation, gas readings, depth and diameter, infiltration observations, corrosion observations, surface preparations made, repair products used and any other special conditions.

The geopolymer lining material shall be a factory blended, one-component (just add water), eco-friendly, fiber reinforced, ultra-dense geopolymer mortar synthesized from reactive SiO₂ and Al₂O₃ from industrial byproducts, enhanced with monocrySTALLINE quartz aggregate. This material shall be formulated to restore structural integrity while eliminating

the infiltration of groundwater, provide enhanced corrosion resistance and shall be specifically formulated for ease of mechanical pumping, spraying and spin casting.

The Contractor shall combine the packaged geopolymer liner dry mix with the product manufacturer's specified amount of potable water for mixing until proper consistency is obtained. The mixer must be capable of regulating the amount of water added to the mix on a consistent basis. Mixing water temperatures must be determined before blending operations begin.

The geopolymer liner may be hand sprayed or spin cast to the interior surface of the host infrastructure after it has been properly prepared and cleaned. The geopolymer lining material shall be applied to a damp surface, saturated surface-dry (SSD). Pools of water should be removed before the start of the application of the geopolymer lining material.

The Contractor shall be required to apply no less than one (1) inch thickness of liner. A minimum of four (4) plastic depth gauges (plastic indicator tabs) shall be attached in various locations with each measuring just below the specified finished geopolymer layer. The depth gauges shall act as a method to confirm the thickness installed meets or exceeds the specified thickness. Additional material thickness applied by the Contractor will be at the Contractor's own expense.

A visual inspection should be made by the Inspector and Certified Applicator periodically throughout the progression of construction, prior to the completion of a lining stage. Any deficiencies in the finished lining shall be marked and repaired by the Certified Applicator.

Basis of Award. One contract will be awarded to the lowest responsive bidder.

Method of Measurement. Measurement for installation of Geopolymer Liner on Vertical structure shall be measured and paid by the square foot to include the interior walls and base of structure or installation start point to top of structure NOT to include ring and cover for payment. The work shall be unconditionally warranted for a minimum of 5 years from the date of completion.

Basis of Payment. Accepted quantities will be paid for by the unit price which shall include full compensation for all equipment, labor, materials and incidentals required. Mobilization will not be paid for separately and shall be considered incidental to the square foot rate.

Allowable Work Times. The Contractor will be allowed to commence work 15 minutes after sunrise and shall be completely off the road 15 minutes before sunset. Sunrise and sunset will be determined according to the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine/>. If the project town is not listed, the closest town on the list will be used as agreed.