

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.
- The Bid must be submitted on the forms provided by the Department or identical copies thereof.
- 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 must bid each location and all Items at each location as directed.**

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 Bid Book instructions.

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.

At each location, provide the following information on the forms provided:

- Roof Inspections are to be performed once per year, prior to May 31st. Bid either, but not both, to inspect the roof with reimbursement at a per hour rate, or to inspect the roof at a lump sum price. When bidding by the hour, provide an estimated quantity of hours and a per hour labor rate.
- Roof Maintenance and Repairs: Provide an hourly Straight Time labor rate for the estimated number of hours provided. Straight Time is defined as Monday through Friday 6:00 am to 5:00 pm, excluding Holidays.
- Roof Maintenance and Repairs: Provide an hourly Over Time labor rate for the estimated number of hours provided. Over Time is defined as hours outside of Straight Time and Holidays as defined in Appendix B.
- Provide a Grand Total for each Location by adding the total costs of the Roof Inspections, the Straight Time Labor and the Over Time Labor.

Location: MaineDOT Region 5 Headquarters, 41 Rice Street, Presque Isle
Roof Area: 3,780 sf Roof Type: 1 Story Membrane Access: Existing Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
30	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: MaineDOT Bridge Building, 27 Rice Street, Presque Isle
Roof Area: 3,200 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
30	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Presque Isle Garage/Crew Quarters, 33 Spruce Street, Presque Isle
Roof Area: 7,680 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Ashland Garage/Crew Quarters, 25 Masardis Road, Ashland

Roof Area: 9,600 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: MaineDOT Fleet Garage, 145 Bennett Drive, Caribou

Roof Area: 17,820 sf Roof Type: 2 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
100	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Caribou Garage/Crew Quarters (1), 145 Bennett Drive, Caribou

Roof Area: 8,4000 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Caribou Garage/Crew Quarters (2), 145 Bennett Drive, Caribou
Roof Area: 8,4000 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Houlton Garage/Crew Quarters, 159 Bangor Road, Houlton
Roof Area: 8,4000 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Medway Garage/Crew Quarters, 185 Grindstone Road, Medway
Roof Area: 9,360 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Madawaska Garage/Crew Quarters, 14 Fournier Road, Madawaska
Roof Area: 6,100 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Oakfield Garage/Crew Quarters, 239 Oakfield/Smyrna Road, Oakfield
Roof Area: 8,400 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Location: Fort Kent Garage/Crew Quarters, 14 Mills Road, Fort Kent
Roof Area: 8,400 sf Roof Type: 1 Story Membrane Access: Ladder or Other

Roof Inspections:

# of hours		Hourly Rate		Total	OR	Flat Rate
	x		=		OR	

Roof Maintenance and Repair Labor Rates

Straight Time			
Estimated # of hours		Hourly Rate	Total
40	x		=

Over Time			
Estimated # of hours		Hourly Rate	Total
10	x		=

Grand Total for the Location (all 3 totals combined):

Region 5
Roof Preventative Maintenance
and Repair Services
January 3, 2022

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)

**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.

PRE-BID ROOF INSPECTIONS

PRE-BID ROOF INSPECTIONS can be scheduled with the Contract Administrator listed below. Inspections are not mandatory but encourage. The contractor will be responsible in providing the means to access the roof unless otherwise noted.

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 (207) 624-3431, 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 RFI-Contracts.MDOT@maine.gov 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

The Contract Administrator for all location in this Contract will be:

Jeremy Hartsgrove, Region 5, Transportation Operations Manager
Maine Department of Transportation
41 Rice Street
Presque Isle, Maine 04769
Telephone: (207) 764-2200
Email: Jeremy.R.Hartsgrove@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

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:

- a. have at least 5 years' experience successfully maintaining and repairing commercial/industrial roof systems including membrane, steel and asphalt.
- b. possess manufacturer's training certifications relating to applying and maintaining multiple roof systems.
- c. submit copies of licenses or certificates when required by the State of Maine, the manufacturer, or by the Department.
- d. have the necessary personnel and equipment mobilized and be on site within 4 hours or less when MaineDOT has determined that Work is an emergency.
- e. 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.
- f. work effectively with minimum supervision.
- g. adhere to of all national and local codes, industry standards, and OSHA requirements and have the knowledge to do so.
- h. provide all tools and equipment needed to perform required duties.
- i. provide a reliable service truck to provide transportation for employee's to and from jobsite. The vehicle shall carry all tools, supplies, and equipment needed for job duties.
- j. comply with established safety guidelines and procedures and provide all Personal Protective Equipment needed to perform job duties
- k. adhere to a comprehensive Lockout/Tagout policy and have the knowledge and willingness to do so.

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 Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract including, but not limited to:

- 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
- descriptions and value of related work performed by key personnel
- the name of the owner and contact information for whom past related work was performed
- 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

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.

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. Safety Record, Environmental Record, Civil Rights, or Equal Opportunity Record significantly below industry standards.
- 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 fulfill warranty obligations on past or current Contracts.
- G. Failure to comply with directives of the Department on past or current Contracts.
- H. 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.
- I. Failure to provide information requested by the Department in a timely manner.
- J. 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).

- K. A history of 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.
- L. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.

Contract Time

This Contract commences on March 1, 2022 or when executed, whichever is latest and expires on **February 28, 2023** unless extended under the terms of this contract. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to three (3) additional years.

Preventative Maintenance Inspections shall be completed once a year, prior to May 31st.

Scope and Specifications of Work to be Performed

The MaineDOT is accepting Bids with intent to award a contract for the purpose of providing the MaineDOT facilities listed in Appendix A, Schedule of Items, with annual roof inspections, preventative maintenance, repairs and other services requested by MaineDOT. Additional facilities and locations may be added to the contract with agreed upon pricing at any time.

Upon mutual agreement, an Assignment stating the nature of the Work and any time constraints will then be sent to the Contractor. The Work described in this letter will become part of the Contract.

The Contractor is to perform annual inspections, preventative maintenance and repair services for membrane, steel and asphalt roofs. This includes providing all labor and furnishing all equipment, supplies, materials and other applicable tools/items needed to maintain and repair a variety of roofing materials and applicable metal work. All Work shall be performed by Manufacturers certified technicians and shall be performed in accordance with manufacture recommendations and specifications. All parts shall be manufacturer original or recommended.

A full report of each inspection is to be forwarded to the Contract Administrator stating findings and any recommendations for repairs or work that should be performed.

A. Repair and Maintenance Work

1. Repair Work shall include Work which may be discovered, recommended, and approved during annual preventative maintenance, or work requested by the Department at a different time.
2. Maintenance Work will include but is not limited to keeping drains cleared of debris. Snow removal may be included when requested by MaineDOT if needed but will not be part of regular maintenance.
3. Contract Administrator must approve all Maintenance and Repair Work exceeding \$700.00 prior to the Work being performed. Major or extensive work to any part of a roof may be bid and contracted separately.
4. The Contractor shall perform repair and maintenance services as requested by MaineDOT during regular business hours of 6:00 a.m. to 5:00 p.m. unless otherwise authorized by MaineDOT. 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.
5. When the Department determines that the Work is an emergency the Contractor has ½ hour to reply to notification and must be on site within 4 hours after notification. The Contractor shall provide and maintain two or more contact numbers to the Department for emergency notification that can be contacted 24 hours seven days a week. If the Contractor does not or is unable to perform the work within the agreed schedule, the Department may separately contract for the work under other means not associated with this solicitation.
6. Unless otherwise noted, the Contractor will provide safe access to the work area. At all times the Contractor shall perform the Work to minimize obstructions to pedestrian and vehicular traffic. The Contractor shall always ensure reasonable and safe access for the public and employees to the buildings. The Contractor shall be responsible for the safety and protection of the public. The Contractor shall be responsible for all claims or damages arising from such non-compliance.
7. The Contractor shall, at its sole expense, rebuild, repair, restore, replace or otherwise make good any losses that arise from such damage to the roof due to the Contractor's negligence.

B. Roof Inspection Services

1. The Contractor shall perform Roof Inspection Services annually before May 31st. Inspections must be scheduled and coordinated prior to this date with the Contract Administrator.
2. The Contractor shall inspect for possible leaks, metal damage, membrane delamination, missing or loose asphalt shingles, missing or loose sealants, etc.
3. The Contractor shall submit a report of findings to the Contract Administrator as soon as the report is completed. The report will include pictures identifying the area to be corrected, details of what the Work entails and an estimated labor and material costs.

C. Additional work

All requests for work exceeding \$700.00 or work that will require additional payment over and above original estimate must be in writing describing the Work and include estimated labor and material costs. Work will not start until approval is in writing from the Contract Administrator. 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 employees' safety and immediately contact the owner.

D. Service reports

Service reports stating date, time, and technician name, work completed and noting any additional obvious problems or recommendations for repairs will be completed. A Service Report copy will be submitted with each invoice.

Allowable Work Times

The Contractor shall perform straight time work Monday through Friday, 6:00 a.m. – 5:00 p.m. except for they may not work on holidays as defined in Appendix B nor state government closure days unless otherwise directed by the Department.

The Contractor may choose to perform work outside Straight Time hours of operation for their convenience and upon Contract Administrator approval. 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 Inspections 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.

Maintenance/Repairs/Emergency work will be paid for at the hourly labor contract unit price.

The Contractor will be paid for approved and accepted Maintenance/Repair/Emergency Work and Additional Work, by the hour for each hour Work is performed at the contract unit price.

Hourly Work will be measured as Straight Time when the work is performed Monday through Friday from 6:00 a.m. to 5:00 p.m.

Hourly Work will be measured as Overtime when the work hours occur during a Holiday as defined in Appendix B and hours outside of Straight Time.

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 to the nearest ¼ hour.

Time spent getting to the service location and time spent moving between locations, picking up material, truck cost and mileage will not be measured for payment but considered incidental to the Work performed.

Payment for additional materials/parts associated with 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 consumable items and materials such as rags, gloves, 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, where applicable.

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.

See Appendix B

Subcontracts

Subcontracting must be in compliance with Standard Specifications. The Contractor shall perform at least 80% 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.

Contractor's Safety Program

In order to be awarded a contract, the Bidder must have a current, applicable Safety Plan on file with the Department or must submit to the Department's Bureau of Maintenance & Operations, an acceptable, current Contractor's Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA). The Bidder's Project and Site-Specific Safety Plan shall address the specific activities or tasks that require protection and establish the procedures that are to be followed to minimize the hazard. Specific statements which describe both what action is to be taken and how it is to be performed are preferable.

Payment for Materials Obtained and Stored

Acting upon a request from the Contractor and accompanied by Receipted bills, the Contract Administrator may authorize the Department to 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.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor until the materials are installed and accepted. 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.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department.

Default and Termination of Assignment The Contractor is in Default of the Assignment if 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 (one-half) hour of emergency notification of work.
- C. Fails to commence work or be onsite within 4 (four) 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 unless otherwise approved by the Department.
- F. Performs Defective Work and 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 of an 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 Default and Termination of Assignment, the Department may, in addition, consider this notification as a Default and Termination of Contract incident.

If Default of an Assignment occurs, and the Department does not give Notice of Default and Termination of Assignment, the Department may issue a written warning and the Contractor shall complete the Assignment. Upon receiving a written warning, the Department may, in addition consider this warning as a Default and Termination of Contract incident.

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

- A. Is in Default of an Assignment and the Department considers the default a Default and Termination of Contract incident.
- B. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way.
- C. Discontinues the Work without the Department approval.
- D. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Default of Contract will result in the following actions:

1st Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 (two) days upon receipt of verbal warning, or for an emergency Assignment within 2 (two) 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.

If Default of the Contract occurs, the Department may give written Notice of Default and Termination 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 Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

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 Add the following:

“Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

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 location, 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 Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

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

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following:

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

All other Defects that do not create a significant question as to the Bidder’s total Bid amount or the Bidder’s ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

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.”

103.5 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, 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.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.