

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor: _____

SCHEDULE OF ITEMS

The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed,
- c) the unit price/lump sum price is unreadable.

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.

Do not make handwritten changes to the bid documents.

Bidders are not required to bid all items.

Area	Description	Estimated Quantities & Units	Unit Price \$/Per Hour	Bid Amount = Est Qty. x Unit Price
1	Grounds and Building Maintenance and Repair Services, hourly rate	800 Hours		
	Unskilled Labor, helper hourly rate	200 Hours		
2	Grounds and Building Maintenance and Repair Services, hourly rate	800 Hours		
	Unskilled Labor, helper hourly rate	200 Hours		
	Estimated Cost of Supplies, Materials and Rented Equipment	\$5,000		\$5,000
	TOTAL BID			

The total bid will be used as the basis for determining the original Contract amount. The MaineDOT does not guarantee the use of any or all of the Contract amount. For further detail, refer to Measurement and Payment in Appendix A.

Supplemental Questionnaire - Experience

The Maine Department of Transportation is accepting Proposals with the intent to award contracts to firms that can provide expertise in Carpentry and Building Trades to maintain and repair buildings & grounds owned by the Department. The following table lists a random sample of activities that will be required of the On Call Contractors. This list is not all inclusive of the tasks that may be required of the Contractor. Respond to each assignment example by stating if your firm has experience in the task, and if so, add to what degree on a 1 – 3 scale, with 1 representing minimally experienced, 2 moderately experienced, or 3 highly experienced. All Contractors shall be prepared to provide examples of past projects prior to the assignment of a task. The information below will not affect the award of the Contract.

<u>Skill Set</u>	<u>Experienced (Y/N)</u>	<u>Level of Experience (1 – 3)</u>
Install/Repair Metal Siding		
Install/Repair Vinyl Siding		
Install/Repair Metal Roofing		
Install/Repair Flooring (tile, carpet, etc)		
Install/Replace Entry Doors		
Install/Repair Misc Exterior Items (soffits, fascia, etc)		
Complete Room Renovations		
Install Drop Ceilings		
Complete Additions		
Install/Replace Windows		
Repair Overhead Doors		
Replace Bathroom Fixtures		
Rest Area Repairs (picnic tables, lean-tos, privies, etc)		
Masonry and Cinder Block Repair		

Work Locations

The Maine Department of Transportation owns and is responsible for the maintenance and upkeep of various buildings throughout a geographical area within Region 3. There is a total of one-hundred-two (102) buildings at various geographical locations within the Region 3 area. The Region will be split into two areas. Each area will be bid separately. This contract is to provide maintenance and upkeep to the facilities at the locations listed below. The Department may assign work in these locations or others in Region 3.

Area 1

Avon	Building #s 35665, 35668
Bethel	Building #s 10024, 10053 65808, 90689
Dallas Plantation	Building #s 10126, 35763, 35765, 60948
Dixfield	Building #s 10029, 10180, 21451, 35770, 35772, 35773, 35776, 44854, 44855, 51019, 51020, 53176, 53500
Fairbanks	Building #s 10040, 53139, 53140, 57392
Lincoln Plantation	Building #s 36184, 36186, 10157
Jay	Building #s 10080, 35873, 35875, 44839, 90837
Mercer	Building #s 10159, 35939, 50921
Paris	Building #s 36092, 36093, 44845, 62545
Turner	Building #s 36129, 36130, 36132, 36136
West Farmington	Building #s 36148, 36149, 44840, 53146, 54280, 64800
Wilton	Building #s 10140, 10161

Area 2

Athens	Building #s 10173, 35637, 35639, 65920
Canaan	Building #s 35717, 35718
Chain of Ponds	Building #s 35740, 35741, 51018
Eustis	Building #s 51749, 56741, 56742, 56743
Jackman	Building #s 10044, 35871, 44838
Kingfield	Building #s 10167, 10176, 35888, 35891
Moscow	Building #s 10160, 35952, 35953, 50935
Rockwood	Building #s 10163, 36041, 36042
Shirley	Building #s 36058, 36059
Showhegan	Building #s 10084, 44844, 50924, 50925, 50926, 50927, 51145, 21456, 21457, 36066
Solon	Building #s 10158, 36087, 53178, 57220, 65158
West Forks	Building #s 10164, 36179, 36180, 50938

Contract Administrator:

Brian Haynes, Region 3 Transportation Operations Manager
Maine Department of Transportation
932 US Rt 2 East, Wilton, ME 04294
Telephone: (207) 778-8477 office; (207) 441-1729 cell

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. The Department may assign a designated alternate to the Contract Administrator. The Contractor will be notified of any such change.

Scope and Specifications of Work to be Performed

The Contractor shall perform maintenance, repairs, and upgrades to MaineDOT buildings and grounds. Work to be performed on an hourly flat rate basis as authorized by the Department.

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 Contract Administrator, prior to working at any facility.

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 hand and power tool required to perform the services contracted. Equipment shall be well maintained and in good working order.

Materials: On behalf of MDOT, the Contractor may procure all parts and materials necessary for the proper accomplishment of the Work, unless otherwise directed. All materials shall meet applicable industry standards, State of Maine Standard Specifications and/or approved by the MaineDOT. Materials costing in excess of \$5,000 shall be approved by the Department prior to purchase. The Contractor will be reimbursed for all parts and materials at the actual cost, to include freight and delivery charges (but excluding any sale or use tax) plus an additional single 15 percent markup.

Assignments will be performed by one lead employee of the Contractor and a service truck, unless otherwise directed by the Department. If the Contractor determines that additional helpers or equipment are needed, the Contractor must get Department approval prior to performing the work.

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 in writing between the MaineDOT and the Contractor.

All work and materials may be inspected by the Contract Administrator, and 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.

Operational Requirements

Unless otherwise directed by the Contract Administrator, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 4:30 PM, except for they may not work on holidays as defined in Appendix B nor government closure. Time will start as soon as the Contractor gets to the job and will end when the Contractor leaves for the day. Upon request, and if authorized by the Department, the Contractor may work outside these hours. If that occurs payment will continue to be at the unit bid price per hour straight time.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor 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 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 or Contractor Designee Requirements:

For all Assignments:

- Contractor or Designee shall have the ability to perform highly skilled carpentry and building tasks independently, including framing and/or finish carpentry.
- The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment shall be well maintained and in good working order.
- Contractor or Designee shall have the ability to read, interpret, and construct a project from plans and specifications.

- Contractor or Designee shall provide a reliable vehicle (Service Truck) and fuel to transport employees to and from the workplace during scheduled hours, and after hours if necessary.
- Contractor or Designee Vehicle shall have the ability to transport all tools, supplies, and equipment needed for job duties, as well as standard building materials (such as several 2"x12"x12' boards, plywood, shingles etc.).
- Contractor or Designee shall have knowledge of all state and federal codes that pertain to the operation, OSHA Standards, MaineDOT safety policies which will be provided as they relate to movable bridges, building and grounds work.
- Contractor or Designee shall provide proof that any employee that regularly works under this Contract has successfully completed the 30-hour Construction Industry OSHA certification, or the employee shall obtain certification within 6 months at no cost to the Department.
- Contractor or Designee shall provide and use all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures.
- Contractor or Designee shall be able to work effectively without supervision.
- Contractor or Designee shall have the ability to travel to the various locations.
- The Contractor shall furnish and maintain a current contact list including phone numbers and emails so that the Contractor or Designee may be reached at all times.
- Contractor or Designee shall be equipped with a pager and/or cell phone with the ability to be contacted at all times.

For Assignments Requiring Moderately to Highly Experienced Contractor and personnel:

- The Contractor and the employees assigned to perform the work shall have a minimum of three (3) years of experience performing maintenance and repairs.
- Contractor or Designee shall have the ability to competently remove and/or replace/install various roofing materials to include ABC Metal roofing.
- Contractor or Designee shall have the ability to competently remove and/or replace/install various types of building trim and siding, to include, but not limited to, vinyl and metal.
- Contractor shall have the ability to competently remove and replace various types of flooring.
- Contractor or Designee shall have the ability to safely temporarily suspend existing building walls, remove deteriorated material, build forms, and place new concrete risers and re-attach walls with new sill plates.
- Contractor or Designee shall have the ability to competently lay out, build forms, tie rebar, and place concrete to create concrete slabs, footings, risers, and frost walls, as well as placement of floor self-leveling materials as needed.

- Contractor or Designee shall have access to a scissor lift with ability to reach at least 26 feet, and an all-terrain telescoping boom lift with no less than 80 feet of reach when needed.
- Contractor or Designee shall have the knowledge and ability to repair and maintain roll up and sectional overhead doors.
- Contractor or Designee shall have the ability to do general plumbing work which can be performed without the need of a plumber's license.

Bidder Requirements Post-Bid, Pre-Award

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 have successfully completed projects of similar size and scope and have sufficient experience. Said experience shall include work completed of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

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 any requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within 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.

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.

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 Bidder may enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department according to the following terms. Work will be assigned under these contracts according to the following process:

The Department will determine what level of experience is required for the particular Work (the “Assignment”) using the same scale as given in the Experience Supplemental Questionnaire. Additionally, the Department will estimate the total quantity of hours required to complete the Assignment and calculate a cost based on the individual unit bid prices. The Department will offer to assign the Work to the Contractor that possesses the minimum required experience with the lowest cost for the Assignment and that Contractor will have first option to perform work.

Contractors are not required to accept work. If Contractors do not respond to requests for assignments in the allotted time, the Department shall proceed as if the Contractor has declined the assignment. If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment, complete the Assignment in the allotted time, or does not have the equipment, experience or ability to complete the Assignment, then the Contract Administrator will contact the firm that is estimated to have the next lowest assignment cost with an offer to assign the Work to that Contractor. This process will continue with subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment.

The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment. Contractors are not required to accept all assignments offered. The Contractor shall respond in a timely manner in accordance with a schedule approved by the Department. The Contractor shall notify Contract Administrator, prior to working at any facility.

In the case of an emergency for which the response time does not allow for the preparation of a bid solicitation, and the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one or more of the Contractors. The Department will select a Contractor to call based on an evaluation of rates, experience and equipment, geographic proximity, response time, and determination of what is in the best interest of the State. The Contractor shall have one half (1/2) hour to accept or decline.

Not all Buildings and Ground Maintenance or Repair Services will be done under these contracts. These Contracts will not include Work that falls under Capital Work Plan or Program projects or separately advertised projects. Work may also be done by the Department. Emergency Work may be done by other means not associated with this solicitation.

Assignments Requiring Moderately to Highly Experienced Contractors

The Department will reference the Experience Supplemental Questionnaire when evaluating a Contractor for an Assignment that the Department determines will require a Moderately to Highly Experienced Contractor.

If a Contractor does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Contractor may be required to submit written documentation setting forth the experience of the Contractor and/or Designee who will be performing the Work specified in the Assignment, including a description of similar construction projects completed in the last five years that highlight the Contractor's and/or Designee's related experience. Such information shall include:

1. the Company's history and experience of work related specifically to the Scope of Work in the Assignment;
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 of the work performed by the Contractor and/or Designee; and
5. the total construction cost of each project, and the value of work performed by the Contractor and/or Designee.

The Contractor 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 the Assignment.

The Department will notify the Contractor of the requirements for pre-assignment qualifications and the Contractor shall provide all of the items within 14 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

Contractors 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 Contractor 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 Contractor is qualified to properly carry out the terms of the Contract. The Department reserves the right to communicate in writing with Contractor, if needed, to obtain additions to and/or clarification of information contained in the submittals received. The Contractor shall have 3 days to submit additions and clarifications. The Contractor will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Contractor to meet to present evidence.

The qualifications submitted will be checked for general conformance with the concept of the Assignment and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor's duty to comply with the Contract documents. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility or to shift any responsibility to the Department.

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

1. Qualified - The Contractor has satisfied the 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 – The Contractor 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 withdraw the offer for the Assignment, and the process will proceed as if the Contractor has declined the assignment.

The Department will notify the Contractor 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. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department
- D. Failure to comply with directives of the Department on past or current Contracts.
- E. 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.
- F. Failure to provide information requested by the Department pursuant to this Special Provision.
- G. 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.

Measurement and Payment

The Contractor will be paid by the hour for each hour work is performed at the contract unit price per hour.

If required by the Department, and agreed upon by the Contractor, hours worked outside of the standard Monday through Friday from 7 AM to 4:30 PM may be paid at the contract unit price

per hour at time and a half. Sundays and Holidays may be paid at the contract unit price per hour at double time.

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

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

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 number of hours will be rounded off to the nearest 1/2 hour.

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

Expenses, mileage, meals, phones, pagers, equipment and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

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 for services at the completion and acceptance of the finished assignment.

Default and Termination

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 provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- C. After work on assignment has commenced, fails to continuously work on assignment unless otherwise approved by the Department.
- D. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- E. 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 an Assignment within 2 (two) 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 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.

Termination for Convenience

The Department may terminate this Contract for convenience or for any reason that is in the best interest of the Department. Terminations caused without fault of or for reasons beyond the control of the Contractor are Terminations for Convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience

In case of a Termination for Convenience, 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. Acceptable Materials, obtained by the Contractor for the Work but which have not been incorporated therein, may at the option of the Department be purchased from the Contractor at Actual Costs delivered to a prescribed location or otherwise disposed of as mutually agreed

Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract.