

**APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED**

Contractor: _____

Physical Address of Facility where work will be performed:

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 for any item is not provided or is unreadable.

Do not make handwritten changes to the bid documents

Bidders are required to bid all Items.

1. Price per unit for Abrasive Blasting and Painting (Contractor to supply paint & primer):

Item #	Equipment	Bid price per unit
A.	Patrol Truck – 6 wheeled, 34,000 lbs with 5-yard steel dump body	\$
B.	Patrol Truck – 6 wheeled, 34,000 lbs without dump body	\$
C.	Wheeler – 10 wheeled, 54,000 lbs with 10-yard steel dump body	\$
D.	Wheeler – 10 wheeled, 54,000 lbs without dump body	\$
E.	10'-12' plow	\$
F.	10' to 13' wing	\$
G.	Slusher blade	\$
H.	Headgear with single tower	\$
I.	Headgear with double tower	\$
J.	Single rear wing tower	\$
K.	25-ton flatbed equipment trailer	\$

2. Price per square foot for sandblasting and painting of other items/miscellaneous equipment not listed in #1, above. Rates include labor, equipment, materials and other incidentals needed to complete work (Contractor to supply paint & primer):

Item #	Job size	Price per square foot
L.	10 square feet and under	\$
M.	Over 10 square feet	\$

3. Hourly Rate for prep and repair work

Item #	Work Description	Hourly Rate
N.	Hourly rate for preparation Work of equipment not completed by MaineDOT prior to delivery.	\$
O.	Hourly rate for repair work to equipment.	\$

Parts supplied by MaineDOT are: Lights, mud flaps, decals, mirrors and brackets, glad hands, load cover and hardware, dump body side boards, bed chain roll, steel cables and clamps for towers.

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. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

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.

Contract Administrator - the Contract Administrators for this contract will be:

Dan Rolfe, Assistant Fleet Manager,
daniel.rolfe@maine.gov,
66 Industrial Drive, SHS #26, Augusta, ME 04333-0026,
telephone – (207) 624-8259 or (207) 441-2352.

Designees for each Region are:

Augusta Fleet Services - Kevin Doyle,
kevin.doyle@maine.gov,
66 Industrial Drive, SHS #26, Augusta, ME 04333-0026,
telephone - (207) 624-8212 or (207) 592-2467

Region 1, Southern – David Larrivee,
david.larrivee@maine.gov,
PO Box 358, Scarborough, ME 04070-0358,
telephone - (207) 441-1391.

Region 2, Mid-Coast – Maurice Hinkley,
maurice.hinkley@maine.gov,
66 Industrial Drive, Augusta, ME 04333-0098,
telephone - (207) 624-8247 or (207) 592-3049

Region 3, Western – Kevin Davidson,
kevin.g.davidson@maine.gov,
932 U.S Route 2 East Wilton Me. 04224,
telephone (207) 569-7526

Region 4, Eastern – Jeremy Schobel,
jeremy.s.schobel@maine.gov,
PO Box 1208, Bangor, ME 04402-1208,
telephone (207) 441-4197

Region 5, Northern – Keith Richards,
keith.richards@maine.gov,
145 Bennett Dr., Caribou, ME 04736,
telephone (207) 215-3712.

The Contractor shall contact the Contract Administrator or Region Designee in order to coordinate the work. The Contractor shall submit invoices to the Region Designees as described in this Contract. The Department may assign a designated alternate to the Contract Administrator or Region Designee. The Contractor will be notified of any such change.

Scope and Specifications of Work to be Performed

MaineDOT is committed to providing towns, cities and other political subdivisions of Maine the ability to utilize the contract pricing terms negotiated and agreed to herein. Accordingly, the Contractor agrees to extend the pricing terms for sandblasting work at the unit prices bid in this contract to Maine towns, cities and other political subdivisions. The ordering and payment for work by these entities is to be independent of and separate from the Department and its contract. The local governmental entity will be entering into a separate contractual relationship with the Contractor that will incorporate the pricing terms that the Contractor has agreed to with Maine DOT herein.

A. Facility and Equipment Requirements and Inspections

1. Contractor's facility shall be large enough to accommodate MaineDOT's equipment, shall meet the requirements stated in this bid document, and pass MaineDOT's facility inspection at the time when the evaluation is performed by MaineDOT. Facility inspections will be performed prior to contract award. It is intended to allow the contractor time to make changes and additions to the facility to meet MaineDOT's requirements.
2. Facility shall be an enclosed facility large enough to accommodate MaineDOT's equipment listed under section *M. Preparation* but not limited to.
3. Shall be climate controlled to allow application of paint and primer within paint manufacturer's recommended minimum and maximum temperature and humidity range.
4. Shall allow for work performance year-round.
5. Facility Inspections will be performed at the Department's discretion by MaineDOT personnel to determine if the facility passes or fails to meet the requirements set in this document. There is no Appeal process and the determination of "Fails" is final.

B. Contractor furnishes all materials, equipment, tools, labor, facility and incidentals, unless otherwise specified, including the proper legal disposal of any and all hazardous and non-hazardous waste materials necessary to perform and complete the work as further specified. The Work shall include the blasting material, preparation and painting of snowplows, headgear with single tower, headgear with double towers, wings, single and dual axel dump trucks without bodies, 5 and 10-yard dump truck bodies, 25-ton flatbed equipment trailers, and other equipment and items as directed by the MaineDOT. Items that are not to be blasted and painted are items such as polished machine surfaces, stainless steel, nameplates, gauges, rubber hoses, air lines, valves, glass, wiring harness, bearings and bearing surfaces, etc. Devices need to be used to protect wiring, hose and items to be blasted.

Note: Any damage to wiring, hoses, glass, etc. is the responsibility of the Contractor to repair at their cost.

Blasting & Painting shall include the following:

1. All wheels need to be removed from the vehicle sandblasted and painted. (White)
 2. The frame inside & out from the rear forward to as far under the cab as possible. (Black)
 3. The frame inside & out from front plow push plates & pump towards cab as far as possible. (Black)
 4. Rear differential & Springs (Black)
 5. Front Axle & Springs (Black)
 6. Body Sub Frame (Black)
 7. Calcium Tank Mounting Brackets (Black)***** (Patrols Truck Only)
 8. Air Tanks (Black)
 9. Front Bumper Attaching Brackets (Black)
 10. Hydraulic Tank, Valve Box, Step Plat Form, Rear Saddle, Light Post. (Yellow)
 11. Front Plow Hitch & Tower (Yellow)
 12. Wings (Yellow)
 13. Rear Tower (Yellow)
 14. Plows (Yellow)
 15. Underbody Scraper (Yellow)
 16. Trailers (Yellow)
 17. Body & Tailgate (Silver)
 18. Front Bumper (Vehicle Color)
- C. Equipment to be worked on will be delivered to Contractor's facility by MaineDOT personnel.
- D. The Contractor shall supply all paint and primer used to complete the work unless otherwise specified by MaineDOT. Paint and primer shall meet MaineDOT's specifications stated.
- E. To ensure completion schedules, the contractor shall have adequate weather protected space to perform cleaning, preparation and painting functions.
- F. Scheduling of work and timeframe of completion of work to be pre-set and determined and agreed upon by MaineDOT and the Contractor before each work request is started.
- G. No adulteration or misuse of materials will be permitted.
- H. MaineDOT and Fleet Services representatives have the right to inspect facilities, equipment and any or all work being performed at the job site at any time.

I. Blasting and Painting

1. Blasting Chambers - Shall be equipped with required system/equipment to collect waste products containing lead, PCBs, paint solvents, grit dust and VOC waste to conform and be in compliance with all applicable and relevant OSHA requirements as well as local, state and federal regulations.
2. Shall be in compliance with all OSHA Title 1910, General Industry and OSHA Title 1926 General Construction Standards as they apply to abrasive blasting and painting.

J. Ventilation System - Air emissions shall be in compliance with all applicable and relevant OSHA requirements and all local, state and federal regulations.

1. All air from blasting chambers and paint particles shall pass through a ventilation and dust extraction system before being discharged into
2. If ventilation and dust extraction system for blasting contains a wet scrubber, shall ensure that wastewater is drained into and contained in, settling tanks or ponds until all particulate matter has settled out and settling ponds or tanks are emptied as necessary to ensure efficient operation. These requirements shall be met and will be inspected by MaineDOT Representative prior to any contract awards.

K. All MaineDOT equipment brought to the Contractor for Work shall be thoroughly steam cleaned, all asphalt removed, and all cracks and steel repairs completed. If this work is not performed by MaineDOT prior to delivery of equipment to the Contractor, the Contractor shall perform the work as directed by MaineDOT at hourly contract unit prices.

L. Waste products containing lead, PCB's, paint solvents, used grit dust, and VOC waste shall be disposed of in an approved manner consistent with Federal, State and local laws, rules and regulations and is the responsibility of the Contractor. Proof of such tests and proper disposal shall be available to MaineDOT upon request.

M. Preparation:

The following preparations shall be completed by the Contractor if not already performed by MaineDOT prior to delivery of equipment to the Contractor's facility. The Contractor shall perform preparation work, as well as reinstallation of removed items, as directed by MaineDOT at hourly contracted unit prices.

Preparation Work includes but is not limited to:

1. PATROL TRUCKS – 6 wheeled, 34,000 lbs. with 5-yard dump bodies and plow gear.
 - a. Remove Chains (Bed)
 - b. Remove Load Cover Canvass
 - c. Remove Load Cover Arms
 - d. Remove decals
 - e. Remove dump body Side Boards
 - f. Remove all Lights
 - g. Remove Mud Flaps
 - h. Steam Clean, remove tar and metal repairs made as needed
2. WHEELER – 10 wheeled, 54,000 lbs. with 10-yard dump bodies and plow gear.
 - a. Remove Bed Chains/Belt
 - b. Remove load cover canvass
 - c. Remove Load Cover Arms
 - d. Remove decals
 - e. Remove dump body side boards
 - f. Remove all lights
 - g. Remove mud flaps
 - h. Steam cleaned, remove tar and metal repairs made as needed
3. PLOWS/WINGS – Plows are 12' and wings 10' to 13'.
 - a. Remove Blades
 - b. Repair worn and elongated holes
 - c. Adjust arm-replace if necessary (Sweeper)
 - d. Spring R&R if worn
4. HEADGEAR WITH SINGLE OR DOUBLE TOWERS
 - a. Remove wing cables and shives
 - b. Remove hydraulic cylinders
 - c. Remove all lights
 - d. Remove wiring harness
5. SINGLE AND DOUBLE REAR WING TOWERS
 - a. Remove wing cables and shives
 - b. Remove hydraulic cylinders
 - c. Remove all lights
 - d. Remove wiring harness
6. 25-TON FLAT BED EQUIPMENT TRAILER
 - a. Remove decking planks
 - b. Remove all lights

N. Abrasive Blasting

1. All blasting and painting shall conform to and be defined by the applicable provisions of the latest edition of the Structural Steel Painting Manual, National Association of Corrosion Engineers Code and/or any applicable Federal, State or local laws, rules or regulations.
2. The degree of shot or grit blasting shall be SSPC Code SP6 (commercial blast cleaning) as directed by the Steel Structures Painting Council or NACE Code 2 to achieve an anchor profile of between 2.8 to 3.1 mils.

O. Painting

1. The Contractor is to supply all paint, primer and activators unless otherwise specified by MaineDOT, and shall use the approved MaineDOT paint specified below or an approved equal.

Paint shall be:

Primer:

Yellow #25-3133 Corlar Epoxy Mastic
Black # LF-64025P Corlar Epoxy Mastic
Gray # LF-63725P Corlar Epoxy Mastic

Paint

Yellow Paint # 3133 Imron 3.5 polyurethare
Silver Paint #33AG009 Imron 3.5 polyurethare
Black paint # 3324926 Imron 3.5 polyurethare
White Paint # 3324861 Imron 3.5 polyurethare

OR

PPG CRE Epoxy Primer tinted to corresponding color
PPG AVE 370 Top Coat
Cat Yellow #911705
Black #9000 AUE 370
Silver #926038

2. Painting shall be performed by skilled painters or qualified apprentices under appropriate supervision. Manufacturer's application instructions should be followed.
3. The SSPC PA2 specification for shop, field, and maintenance painting shall be met or exceeded.

4. All work shall have a proper surface preparation and a quality finished appearance, free of ridges, sags, runs, drops, laps and unnecessary brush marks as well as uniformity of film thickness, removal of dust and grease and other foreign material, proper drying time between coats and protection of surfaces which are not being painted.
5. Thinners and reducers shall be of the type recommended by the paint manufacturer and will be diluted only as required to achieve the proper viscosity for suitable application. Substitution of materials listed in the specifications will only be allowed upon approval by MaineDOT Fleet Services.
6. Existing paint and coatings shall be subject to random testing or whenever reasonable suspicion exists to test for lead and PCB's. If the test results indicate positive results, the work to be performed shall conform to the applicable provisions of OSHA Standard 29 CFR 1926.62. Waste products containing lead, PCB's, paint solvents, used grit dust, and VOC waste, shall be disposed of in an approved manner consistent with Federal, State and local laws, rules and regulations and proof of such tests and proper disposal shall be furnished.
7. Paint shall be applied only within the paint manufacturer's recommendations for minimum and maximum temperature application and humidity range. Paints and primers which exceed the manufacturer's pot life shall not be used.
8. Paint and coating shall be measured in terms of mil thickness (1 mil=0.001"). Total mils dry film thickness shall not be less than called for and if required, additional coats shall be applied until the specified total is obtained. The number of coats specified is a minimum. Additional coats, if necessary, shall be applied within the time limits specified by the paint manufacturer. All coats shall be applied to provide a film of uniform smoothness with special attention paid to crevices, rivet lines, weld lines, bolt heads, corners, edges, etc. to obtain the required thickness.
9. The Contractor shall test wet and dry film thickness if necessary to assure proper coverage and uniformity.
10. Pin holes and holidays are not to be allowed. All steel that is to be painted shall meet the SSPC-SP6 commercial blast cleaning surface preparation.
11. Application shall be done with a pressure pot gun system or air assisted airless spray system; gravity gun paint systems are not allowed.
12. Primers shall be applied the same day surface preparation blasting is performed and before any rust can form.
13. Primer coat shall be epoxy two-part system consisting of primer and colored tint of 3-5 mils dry film thickness minimum.
14. All seams and angles shall receive an extra primer coat.

15. Topcoat shall be Urethane of 2-3 mils dry film thickness minimum.
16. Imperfections or holidays shall be roughened and feathered by blasting or grinding in preparation for epoxy undercoat and polyurethane topcoat touch up.
17. Touch ups shall be completed at the job site before shipping.

Basis of Award

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

The dollar amount of this Contract is in no way a guarantee that the Department will assign Work for any or all of the total amount.

Basis of Payment

The Contractor will be paid at contract unit prices as quoted per equipment, per square foot or per hourly rate, which shall be full compensation for all labor, material, equipment, consumables, and any other incidentals required to complete the Assignment. The accepted quantities of hours authorized for payment will be measured to the nearest ¼ hour.

For each additional year of the Contract, beyond the initial Contract year, a 6% escalation factor shall be allowed to be added to bid prices.

Assignments

The Department will offer to assign the Work to the Contractor with the Best Value cost for the particular the Assignment, and that Contractor will have first option to perform the Work within the schedule specified in the offer of the Assignment. Best Value is determined by computing the individual contracted unit prices for the total quantity of estimated work in that Assignment and adding the travel cost which will be computed at a rate of **\$8.37** per mile for the distance the Department needs to travel to deliver and pick up the equipment to be worked on.

The Contractor shall have five business days to accept an Assignment unless otherwise stated in the offer to assign work. Contractors are not required to accept Assignments offered. If Contractors do not respond to requests for assignments in the allotted time, the Department will proceed as if the Contractor has declined the assignment.

If the Contractor does not, or is unable to, accept the Assignment or is unable to complete the Assignment in the allotted time, then the Contract Administrator or Designee will offer to assign the Work to the Contractor with the next Best Value Assignment cost, and Contractors in

ascending order of the Best Value cost, until a Contractor accepts the Assignment. Assignments will not be issued to Contractors on a rotating basis or other non-competitive method.

Upon accepting the Assignment, the Contractor will inspect the equipment to be prepared, abrasive blasted, painted and refurbished, and the Contractor shall submit quantities to the Department to complete the Assignment. The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment. Upon mutual agreement, an Assignment Letter stating the quantities and schedules will then be sent to the successful Contractor. The Work described in this letter will become part of the Contract.

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. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- D. 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.

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.