

REGION 4

**CATCH BASIN
CLEANING AND VACUUMING**

2023

Updated 05/15/2020

STATE PROJECT

MAINTENANCE & OPERATIONS



MaineDOT is making this bid opportunity available on the bidexpress.com website. Bid Express is an internet-based online service that allows bidders to save time and money by submitting their bids electronically. Bidders register for free, create their digital identification for free, and download procurement documents/plans for free. Bidders are only charged when they decide to respond to the solicitation a \$35 electronic bidding fee or \$50 monthly subscription for unlimited electronic bidding that can be canceled at any time.

Please allow a few days for mailing and processing of the signed notarized registration.

It is important to note that the Bid Express service is NOT the same service that MaineDOT uses for its construction projects (bidx.com). While the services are offered by the same company, the sites are vastly different in how they function. Potential bidders are encouraged to view the Bid Express Quick Start Guide provided on the following pages.

For any additional questions, please contact the Bid Express customer support team. The team can be reached by phone at 888-352-BIDX (2439) or by email at support@bidexpress.com.

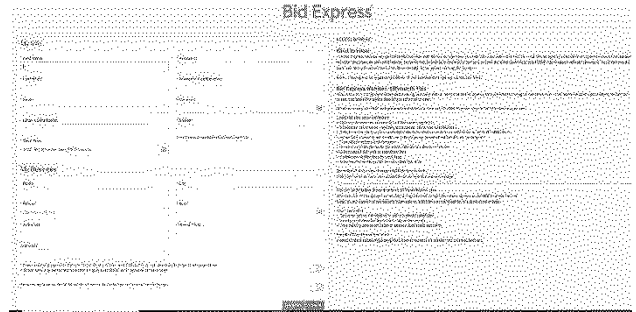
Infotech® Vendor Manager Account

Only one Infotech® account for each business is required to register for the Bid Express® (www.bidexpress.com) service. All other employees will then create accounts through an invitation sent by the manager.

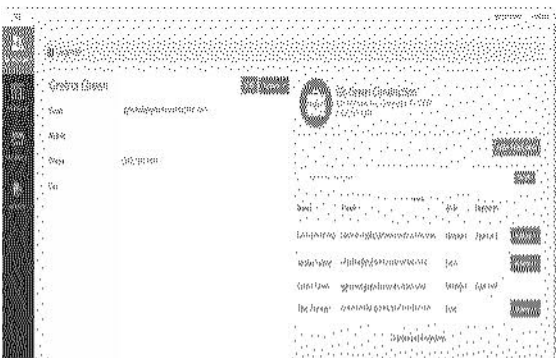
Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor solicitations for their vendors. A FREE tag will display for any solicitation not requiring a fee. Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you select for bidding.

Register for a Manager Account

The first person to register for an Infotech account within a business is assigned managing access. As a manager, you can invite other employees to join the business account and change their roles. Your email address is your username for the account and to where Infotech services sends email notifications.



1. Navigate to www.bidexpress.com and click **Register** at the top right.
2. Fill out the registration form, and click the **Register** button. Your email address will be your username.
3. A message with a confirmation link will be sent to your email address. Click the Activate Account link within the email to activate your account.
4. Enter your password and click **Activate**.



Invite Employees

Invite employees to create a user account for your business. Emails will be sent to those invited. You will receive an email when the account has been created. Employees are assigned the role of user for the account.

1. Click **Invite Employees**. Enter one email address per line for each employee.
2. Click **Invite Employees**.

Change Employee Role

You will need to update the role of those employees you want to manage the account. You must also change each user's role within the Bid Express service itself. Please see the online help if you need assistance.

1. Click **Actions** for the employee and choose **Change Role**.
2. Select the manager role, and click **Change Role**.

PREPARED BY

infotech.

Support hours: 7:00 am - 8:00 pm ET // 1-888-352-2439 Option 1 // support@bidexpress.com

Copyright © 2020, Info Tech, Inc., DBA Infotech.

Information is subject to change without notice. All rights reserved

infotechinc.com

20200724

Infotech Vendor User Account

Only one Infotech account for each business is required to register for the Bid Express service at www.bidexpress.com. All employees of a business will then create user accounts through an invitation sent by the manager.

Register for a User Account

To join an existing business account, please ask a user of a manager account to send you an invitation. Once the invitation is sent, you'll receive an email to activate your account. Your email address is your username. Infotech services will send email notifications to this address.

Upon receipt of the email:

1. Select the **Create Account** link within the email.
2. Fill out the Account Activation form. Your email address will be your username.
3. Once the form is complete, click the **Activate** button.

The My Account page opens, displaying your account information and other employees within your company using Infotech services. You are automatically assigned a user role for the account and an Executive Manager read-only role for the Bid Express service. Any user with manager role can change your role.

Name	Email	Role
George Senghe	gsenghe@groupconstruction.com	Manager
Sable Opat	sopat@groupconstruction.com	Reader Executive Manager

Welcome to the Bid Express service

If you are planning on submitting bids, a user with a manager account for the Bid Express service must change your role within the Bid Express service itself. Please see the knowledge center if you need assistance.

Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor accounts for their vendors. A FREE tag will display for any solicitation not requiring a fee.

Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you selected for bidding.



Infotech® Multi-Browser Digital IDs for New Users

An Infotech® Digital ID confirms your identity as the authorized signer of your company and allows you to securely sign documents, such as bids or contracts, in an Infotech service.



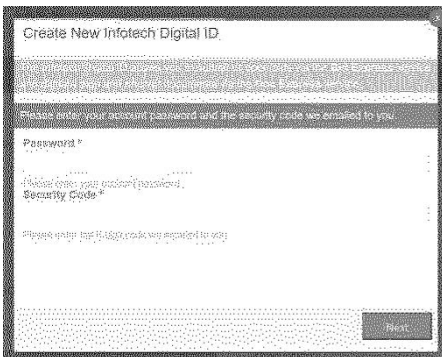
You must have a Digital ID created and approved before using any feature that requires a digital signature, such as advertising a solicitation, conducting a bid opening, submitting a bid in the Bid Express® service, or signing a contract document in the Doc Express® service.

Before you begin

- You'll need access to your email in order to receive a verification code.
- You'll need a copy of the your driver's license, passport, or state ID in a file that can be uploaded.
- An Infotech customer support representative will call you, hopefully within one business day, to confirm your identification.
- The ID must be installed after the identify is confirmed.
- It may take up to seven days to complete the entire process.

Ready to apply for your Digital ID?

Go to your account pages by selecting **My Account** from the **three lines** in the upper left corner. Click **Digital ID** from the sidebar menu.



1. Click **Create Digital ID** to start the application.
2. Get the security code from your email and come back to the generate ID process.
3. Enter your account password and the code. Click **Next**.
4. Read the creation information and click **Next**.
5. Click **Attach Identification**. Navigate to and select the file



Support hours: 7am–8pm Eastern ▪ support@bidexpress.com ▪ infotechinc.com



containing your ID and click **Open**.

6. Enter your name EXACTLY as it appears in the ID, including any punctuation marks or suffixes (like Jr.), and in legal order. Click **Next**.
7. Enter your contact phone number.
8. Enter the state where the company headquarters are located. Click **Next**.
9. Review your business information. Confirm that the name of the person listed is the authorized signer for your company and your company name matches how you would like to submit bids to the agency. Click **Submit**.

A member of the customer support team will call you after the application is processed, hopefully within one business day, to confirm who you are. Once that happens, you'll get an email with instructions on installing your multi-browser Digital ID.

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.
2. As a minimum, the following should be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors,
- b) the completed Acknowledgement of Bid Amendments form,
- c) the completed Schedule of Items,
- d) two copies of the completed and signed Contract Agreement, Offer and Award form,
- e) the completed Contractor Information Sheet, and
- f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service,
 - b) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items.
 4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title: Catch Basin Cleaning and Vacuuming

Region: Region 4

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

Title: Catch Basin Cleaning and Vacuuming

Region: Region 4

Date of Bid Opening:

Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

If a paper Bid is to be hand carried, deliver directly to the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/contact>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open
Title: Catch Basin Cleaning and Vacuuming
Region: Region 4
Date of Bid Opening:
Name of Contractor:

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, March 2020 Edition.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. 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.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: _____

(Date)

(Signature)

(Name and Title Printed)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper “Bids for **Catch Basin Cleaning and Vacuuming** in **REGION 4**” will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **February 22, 2023**, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. **We now accept bids for packages posted on Bid Express service at www.bidexpress.com (Small Business Network). Electronic bids do not have to be accompanied by paper bids. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.** The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Catch Basin Cleaning and Vacuuming Work

Location: In Region 4, various locations in the Counties of Washington, Hancock, Penobscot, Piscataquis, and Somerset, Maine.

Outline of Work: Traffic Control, Catch Basin Cleaning and Vacuuming, and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. All publications and project specific documents may be obtained from the Maine Department of Transportation, **Attn.: Mailroom**, 24 Child Street, Augusta, Maine 04333-0016 or purchased by telephone at (207) 624-3536. All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

There will be no bid bond, performance bond or payment bond required.

Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

The right is hereby reserved to the MaineDOT to reject any or all bids.

Augusta, Maine
February 1, 2023



KYLE A. HALL
DIRECTOR
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

Contractor _____

SCHEDULE OF ITEMS

CONTRACTORS ARE REQUIRED TO BID ALL ITEMS.

Item Description	Approximate Quantity & Units	Unit Price	Bid Amount
604.182 Clean Existing Catch Basin and Manhole 2023 Season	4,001 each		
604.182 Clean Existing Catch Basin and Manhole 2024 Season	3,174 each		
604.182 Clean Existing Catch Basin and Manhole Emergency Work 2023 Season	25 each		
604.182 Clean Existing Catch Basin and Manhole Emergency Work 2024 Season	25 each		
Jetting plugged drainage pipes	200 hours		
Total Bid			

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

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

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

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

Signature

Date

(Print Bidder's Name and Title)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ (Contractor) a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____.

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Catch Basin Cleaning and Vacuuming**, in **Region 4**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 30, 2024**, and in accordance with Special Provision Section 107. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions. 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 up to two (2) additional 1-year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\$_____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

Catch Basin Cleaning and Vacuuming, in Region 4

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Kyle A. Hall
Director
Bureau of Maintenance & Operations

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ (Contractor) a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____.

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Catch Basin Cleaning and Vacuuming**, in **Region 4**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 30, 2024**, and in accordance with Special Provision Section 107. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions. 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 up to two (2) additional 1-year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\$_____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

Catch Basin Cleaning and Vacuuming, in Region 4

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Kyle A. Hall
Director
Bureau of Maintenance & Operations

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ (**Name of the firm bidding the job**) _____ (Contractor) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____ (**address of the firm bidding the job**) _____.

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WINs 21162.22 and 21162.23 Catch Basin Cleaning and Vacuuming, in Region 3, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 2023**, and in accordance with Special Provision Section 107. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions. 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 up to two (2) additional 1-year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

WINs 21162.22 and 21162.23 Catch Basin Cleaning and Vacuuming, in Region 3

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items."

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

(Print Date here)
Date

(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

G. Award.

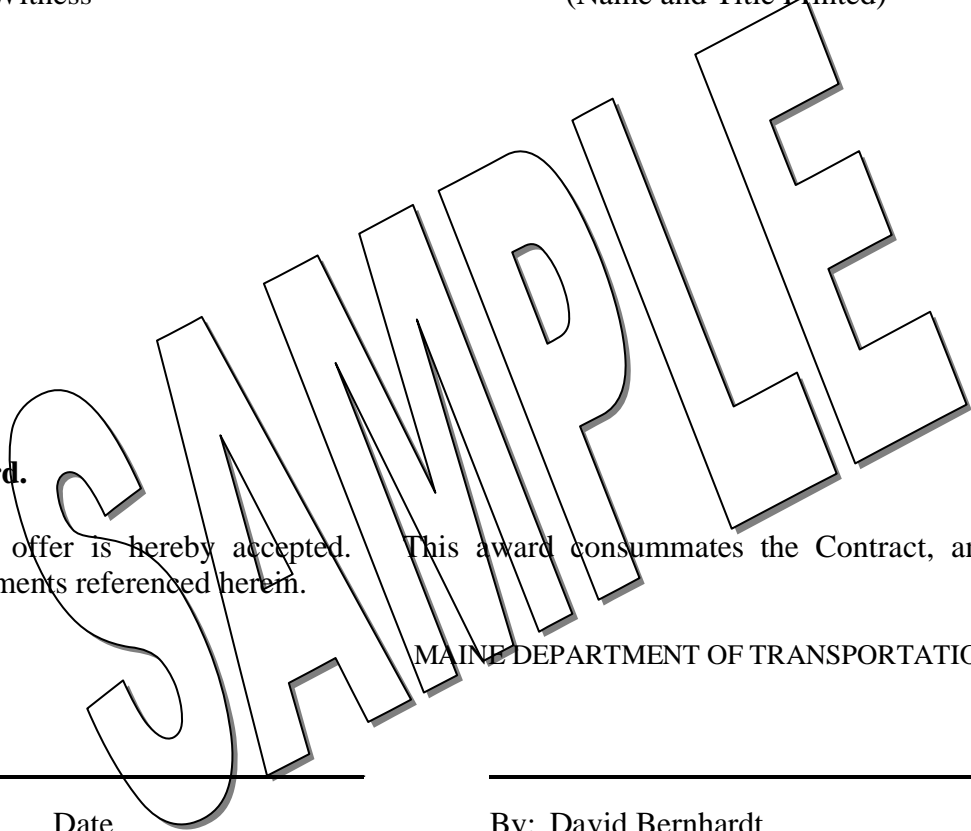
Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

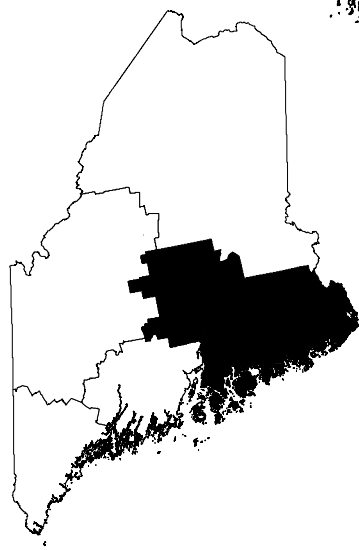
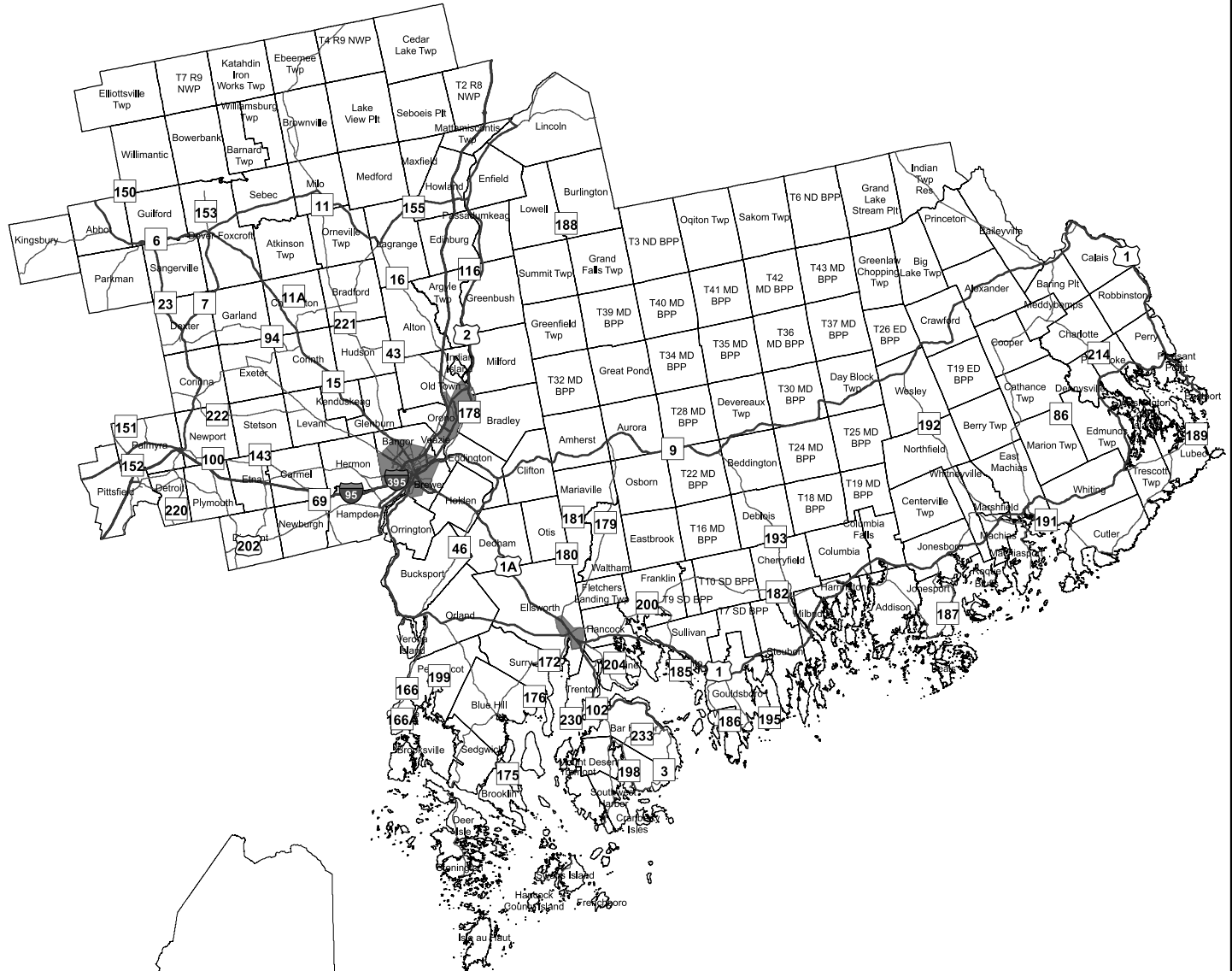
Date

By: David Bernhardt
Director
Bureau of Maintenance & Operations





Region 4 - Eastern



- Arterials
- Major Collectors
- State Urban Areas

CONSTRUCTION NOTES

The Contract Administrator for this Contract will be:

Matthew Connor, Region 4, Transportation Crew Leader
Maine Department of Transportation, 219 Hogan Road, Bangor, ME 04401
(207) 557-5494

The Contractor shall contact the Contract Administrator 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.

ITEM 604.182 CLEANING EXISTING CATCH BASIN AND MANHOLE (2023 and 2024)

The locations of all basins scheduled to be cleaned will be provided to the Contractor, identified by their GPS coordinates. An electronic file containing all GPS coordinates will be provided to the Contractor. Some basins are cleaned every year; some are cleaned every other year.

The location of collected and vacuumed material will be transported and dumped as directed by MaineDOT at the nearest Region 4 MaineDOT facilities which are identified below.

The Contractor shall remove all catch basin covers in a manner that is not likely to break the covers. Any catch basins that are found to be broken or are broken by the Contractor must be made aware to the Contract Administrator within 24 hours.

The Contractor shall mark each catch basin that is cleaned with an “X” with spray paint on each grate immediately following cleaning.

The Contractor shall complete service reports daily identifying basins cleaned. Service reports are to be submitted weekly for MaineDOT inspection. The Contractor shall send an electronic report to the Contract Administrator by email before the end of business every Monday with a list and count of catch basins cleaned the prior week. An Asset Cleaning Report (below) shall be completed for each catch basin cleaned.

The Department may increase the number of basins to be cleaned/vacuumed and such increase or decrease shall not be considered Extra Work.

ITEM 604.182 CLEANING EXISTING CATCH BASIN AND MANHOLE (Emergency)

Emergency vacuuming/cleaning of catch basins will be performed on an as needed basis for the entire Region to be scheduled and coordinated by MaineDOT. When the MaineDOT notifies the Contractor of the additional basins, the MaineDOT will identify if the cleaning/vacuuming is to be considered and Emergency. The Contractor shall perform emergency work within 48 hours of notification.

CONSTRUCTION NOTES

Region 4 Catch Basin Grit Dump Locations

CREW	ADDRESS	GPS-X	GPS-Y
71401	634 U.S. Route 1, Baileyville, ME 04694	-67.3956	45.1465
71401	61 U.S. Route 1, Whiting, ME 04691	-67.1723	44.7963
71401	898 U.S. Route 1, Perry, ME 04667	-67.0766	44.9673
71401	58 Old Country Rd., Pembroke, ME 04666	-67.1815	44.9479
71401	4401 Airline Rd. Wesley, ME 04686	-67.6535	44.9615
71402	615 U.S. Route 1, Jonesboro, ME 04648	-67.5612	44.6652
71402	182 Black Woods Rd., Cherryfield, ME 04622	-67.9418	44.6048
71403	327 Thorsen Rd., Hancock, ME 04640	-68.3837	44.5489
71403	1061 State Highway 102, Bar Harbor, ME 04609	-68.3305	44.3800
71404	Bennoch Rd., Alton, ME 04468	-68.7122	44.9996
71404	Twining Rd., Winterport, ME 04496	-68.8772	44.6856
71404	991 Fuller Rd., Carmel, ME 04419	-68.9937	44.8276
71404	219 Hogan Rd., Bangor, ME 04401	-68.7373	44.8222
71405	1770 Damascus Rd., Carmel, ME 04419	-69.0654	44.8061
71405	910 Hampden Rd., Carmel, ME 04419	-68.9795	44.7671
71405	2510 Moosehead Trail, Plymouth, ME 04969	-69.2215	44.8063
71406	Penobscot Valley Ave., T2-R8-NWP, ME 04457	-68.6098	45.3758
71406	27 DOT Rd., Milo, ME 04463	-68.9752	45.2420
71406	869 Main Rd., Enfield, ME 04433	-68.6441	45.2307
71407	295 Water St., Guilford, ME 04482	-69.3328	45.1750
71407	School Rd., Charleston, ME 04422	-69.0563	45.0830
71407	219 Howland Rd., LaGrange, ME 04453	-68.8344	45.1783
71407	515 Dover Rd., Charleston, ME 04422	-69.0565	45.0538
71408	Route 46, Holden, ME 04429	-68.6345	44.7337
71408	161 Gilpin Rd., Orland, ME 04472	-68.7112	44.5484
71408	279 Snows Cove Rd., Sedgwick, ME 04676	-68.6634	44.3594
71409	433 Airline Rd., Aurora, ME 04408	-68.2987	44.8616
71409	1163 Main Rd., Eddington, ME 04412	-68.6034	44.8022
71409	3835 Airline Rd., Beddington, ME 04622	-68.0794	44.8351

CONSTRUCTION NOTES

Region 4, Catch Basin location and quantities

Abbot	36	Dexter	145	Milo	121
Addison	1	Dixmont	7	Mount Desert	169
Alexander	5	Dover-Foxcroft	239	Newburgh	3
Alton	2	East Machias	48	Newport	110
Amherst	11	Eastbrook	2	Old Town	30
Atkinson	1	Eastport	53	Orland	34
Aurora	1	Eddington	45	Orono	35
Baileyville	90	Edmunds Twp	3	Orrington	188
Bangor	309	Ellsworth	60	Osborn	1
Bar Harbor	241	Enfield	21	Palmyra	19
Baring Plt	9	Etna	10	Parkman	10
Beals	1	Exeter	1	Passadumkeag	1
Beddington	2	Franklin	5	Pembroke	5
Blue Hill	78	Garland	5	Penobscot	10
Bradley	58	Glenburn	6	Perry	20
Brewer	80	Gouldsboro	32	Pittsfield	136
Brooklin	6	Grand Lake Stream Plt	4	Plymouth	29
Brooksville	2	Greenbush	3	Princeton	17
Brownville	63	Guilford	150	Robbinston	51
Bucksport	170	Hampden	282	Sangerville	61
Calais	255	Hancock	48	Sebec	15
Carmel	24	Harrington	36	Sedgwick	9
Castine	3	Hermon	110	Sorrento	1
Charleston	18	Holden	82	Southwest Harbor	71
Charlotte	1	Howland	50	Stonington	17
Cherryfield	30	Hudson	3	Sullivan	30
Clifton	23	Indian Twp Res	11	Surry	15
Columbia	3	Jonesboro	9	T10 SD	3
Columbia Falls	14	Jonesport	15	T22 MD	2
Corinna	101	Kenduskeag	49	T30 MD BPP	5
Corinth	62	Lagrange	4	Tremont	21
Crawford	2	Lamoine	13	Trenton	41
Cutler	6	Levant	3	Veazie	22
Day Block Twp	13	Lincoln	178	Verona Island	32
Deblois	2	Lubec	38	Waltham	1
Dedham	19	Machias	135	Wesley	44
Deer Isle	4	Machiasport	5	Whiting	1
Dennysville	1	Milbridge	57	Whitneyville	3
Detroit	5	Milford	94	Winter Harbor	22

Asset Cleaning Reports

Date _____

Catch Basin Asset # _____

Town _____

Cleaned
 Not Cleaned.
Reason: _____

Date _____

Catch Basin Asset # _____

Town _____

Cleaned
 Not Cleaned.
Reason: _____

Date _____

Catch Basin Asset # _____

Town _____

Cleaned
 Not Cleaned.
Reason: _____

Date _____

Catch Basin Asset # _____

Town _____

Cleaned
 Not Cleaned.
Reason: _____

Date _____

Catch Basin Asset # _____

Town _____

Cleaned
 Not Cleaned.
Reason: _____

Date _____

Catch Basin Asset # _____

Town _____

Cleaned
 Not Cleaned.
Reason: _____

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
(Post-Bid, Pre-Award Qualifications)

Standard Specification Section 103.3 Post-Bid Qualification Delete the entire section and replace with the following:

After Bid Opening and as a condition for Award of the Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work.

If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications.

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 have successfully completed projects of similar size and scope. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

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

- Cleaning and vacuuming catch basins, then transporting and disposing of collected material in accordance with State of Maine rules, laws, and regulations.
- Work performed in live traffic in accordance to the Manual on Uniform Traffic Control Devices (MUTCD)

The Contractor shall maintain current licenses, authorizations, ratings and registrations for the duration of the contract. The Contractor shall possess the appropriate valid transport license.

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 must have a current, applicable Safety Plan on file with the Department or must submit, prior to Contract award, an acceptable, current Safety Plan or Project and Site-Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work.

The Bidder may be required to provide any information requested in the "Contractor's Prequalification Application" form adopted by the Department.

Post-bid Qualification Submittals

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

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

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

1. the Company's history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor; and
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

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

The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule.

If the Bidder is to provide any information requested in the "Contractor's Prequalification Application" form adopted by the Department, the Notice of Post-Bid Qualifications shall so state.

If a current, applicable copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit, an acceptable, current Contractor's Safety Plan or Project and Site-Specific Safety Plan to the Department in accordance with Special Provision Section 105 Safety Plan. The plan shall identify and addresses job hazards of the expected contract work and comply 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 may be required to provide its OSHA 300 Log and its Experience Modification Rate provided by applicable insurance.

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.

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. This review does not modify the Contractor's duty to comply with the Contract documents.

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 required submittals for completeness, conformity with Federal and State requirements, Contract provisions, applicable laws and regulations of Occupational Safety and Health Administration (OSHA), the current edition of the MUTCD, and Department policy and procedures. 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. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement the Contractor's Safety Plan or the Project and Site-Specific Safety Plan in accordance with the Contract, 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.

A Bidder may be determined to be Qualified in accordance with this Special Provision, and still may need to make minor adjustments to the one or more of the plans submitted in order to meet specifications and/or address Department comments. The determination of qualified does absolve the Contractor of the responsibility to submit plans which comply with applicable specifications.

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. The Contractor may still be required to make minor revisions to one or more of the plans submitted prior to starting on site work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

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

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

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience
- C. No Safety Plan or Project and Site-Specific Safety Plan or an unacceptable Safety Plan or Project and Site-Specific Safety Plan
- D. Default(s) or termination(s) on past or current Contracts.
- E. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- F. Failure to provide Closeout Documentation on past or current Contracts.
- G. Failure to fulfill warranty obligations on past or current Contracts.
- H. Failure to comply with directives of the Department on past or current Contracts.
- I. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- J. Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- K. Failure to accept an Award of a Contract made by the Department to the Contractor.
- L. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- M. Failure to provide information requested by the Department pursuant to this Special Provision.
- N. Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- O. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- P. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Safety Plan)

In order to be awarded a construction 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. The plan shall address the following items which include, but are not limited to:

1. Personal Protective Equipment
2. Materials Handling
3. Work Zone Safety and Traffic Control
4. Work Area Set Up & Control/Traffic, Parking & Visibility

If a submittal is required, the Department will notify the Apparent Successful Bidder of the required submittal of the Contractor's Safety Plan or the Project and Site-Specific Safety Plan and the Bidder shall submit two copies or an electronic copy to the Department within seven (7) days of the notice or the Department will reject the bid as non-responsive.

Within 14 days, the Department will review the Apparent Low Bidder's Safety Plan. The Department will review a Project and Site-Specific Safety Plan to evaluate if the Bidder has a reasonable understanding of job hazards of the expected contract work, has determined preventive measures to overcome these hazards and understands that the work is to be conducted in compliance with this special provision, Contract requirements and all applicable Federal, State, and local laws governing safety including all applicable laws and regulations of OSHA. 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. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement a Safety Plan in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions, changes and clarifications. Following this 3 (three) day period, the Bidder will have no additional opportunity to submit, modify or clarify information. The Department

will not provide an opportunity for the Bidder to meet. .If the Department and the Apparent Successful Bidder agree, an extension beyond the 3 days may occur and in such case, there shall also be an equivalent or greater extension beyond the 30 days of the Bid and Bid Prices specified in Standard Specification Section 103.4 Notice of Intent to Award and the Bid remains viable. In no case shall these extensions change the specified Contract Completion Date.

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

1. Qualified - The Contractor has satisfied the post-bid, pre-award Safety Plan requirements, however, the Contractor may still be required to make minor revisions to the Safety Plan prior to starting on site 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.

Failure by the Contractor to perform the Work in compliance with their submitted Safety Plan, Federal and State requirements, Contract provisions, applicable laws and regulations of OSHA when required or to substantially meet other contractual requirements will be considered a violation and may result in the following actions:

All Incidents: The Contractor will immediately eliminate all unsafe conditions brought to the Contractor's attention by the Department or any other representative of the Department. The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

1st Incident: If the Contractor has previously received a verbal warning for the same or similar unsafe conditions or does not take corrective action immediately upon receipt of verbal warning, the Department will issue a written warning.

2nd 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. Such Contractor will be prohibited from submitting a Bid for the Work in the event that the Work is re-advertised. Further, the Department may refuse to accept any Bid from the Contractor on any Project for a period of two years from the date of such refusal. The Department may then take any action that the Department determines is in the best interest of the Department including re-advertising the Work.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified Contract Completion Date is November 30, 2024. 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 up to two (2) additional 1-year periods.

Any work assigned under the following items:

Item 604.182 Clean Existing Catch Basin and Manhole 2023 Season, and
Item 604.182 Clean Existing Catch Basin and Manhole Emergency Work 2023 Season
shall be completed prior to November 30, 2023. Any Work not completed by this date is subject to Supplemental Liquidated Damages and will be assessed at the rates given for Liquidated Damages in Section 107.7.2 of the Standard Specifications.

The Contractor shall provide and maintain a work schedule supplied to MaineDOT. Work is to be performed during regular work hours which are normally Monday through Friday between 6:00 AM and 4:30 PM, except for they may not work on holidays nor government closure days. Work performed outside of regular work hours must be pre-approved by MaineDOT.

SPECIAL PROVISION
SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.03 Construction Requirements The Contractor shall provide traffic control in accordance with MUTCD and MaineDOT rules and regulations. The Contractor shall coordinate with the Contract Administrator to ensure acceptable Maintenance of Traffic Control at each specific location.

604.05 Method of Measurement Clean Existing Catch Basins and Manholes, both Emergency and non-Emergency, for any season, will be measured by the actual number of catch basins cleaned and accepted. The Department will pay based the invoices provided and approved by the Department. The Contractor shall submit invoices bi-weekly for payment to the Contract Administrator in the Wilton Department of Transportation Office, for services at the completion of the work and acceptance of the finished material

604.06 Basis of Payment Accepted quantities will be paid for at unit price per basin which shall include full compensation for all equipment, labor, materials and incidentals required. Traffic Control and Mobilization will not be paid for separately and shall be considered incidental to the per basin rate.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS
DIVISION 100

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 Change the following:

Holidays Amend this paragraph by adding “**Juneteenth**” between ‘Memorial Day’ and ‘Independence Day’.

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 Work 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".

Electronic Bids must be submitted to the appropriate electronic bid system before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment.”

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.

SPECIAL PROVISION SECTION 108
PAYMENT

108.3 Retainage Delete the entire section 108.3.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.