

APPENDIX A  
 SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor: \_\_\_\_\_

**SCHEDULE OF ITEMS**

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

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

**Do not make handwritten changes to the bid documents**

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.

**SCHEDULE OF ITEMS**

Bidders are required to Bid all items.

SECTION 0001				
Item #	Item Description	Estimated Quantity & Units for ONE YEAR	Unit Price (\$/per Hour)	Bid Amount = (Est. Qty. X Unit Price)
1	Closed Circuit Television Services – Equipment & Operator – <u>Regular Work Hours</u>	300 hours	\$	\$
2	Closed Circuit Television Services – Equipment & Operator – <u>Outside of Regular Work Hours</u>	100 hours	\$	\$
3	Vacuum truck and operator to perform drainage structure and pipe flushing and cleaning, as needed during <u>Regular Work Hours</u>	300 hours	\$	\$
4	Vacuum truck and operator to perform drainage structure and pipe flushing and cleaning, as needed <u>Outside of Regular Work Hours</u>	50 hours	\$	\$
	<b>Total Bid</b>			\$

**Maine Business and Economic Impact Consideration:**

The Maine Business and Economic Impact Consideration for this Bid will be scored based on the information provided by Bidders in the Maine Business and Economic Impact Consideration and the point allocations.

Bidder shall indicate their Maine business and economic impact by completing the questions below on the “Maine Business and Economic Impact” section. The Bidder shall not make variations or alterations when responding to these questions. The use of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion. Consideration for Maine business enterprises may result in low cost or top scoring bids not being considered as the best-value for the State of Maine.”

SECTION 0002			
<b>Maine Business and Economic Impact</b>	<i>Circle one answer for each row</i>		
% of employees that are Maine Residents	0 0 points	1 – 74% 1 points	75 – 100 % 2 points
% of payroll paid to Maine Residents last calendar year	0 0 points	1 – 74% 1 points	75 – 100 % 2 points
Bidder currently pays Maine Income or corporate taxes		No 0 points	Yes 2 points
Bidder currently pays property taxes to government entities in Maine		No 0 points	Yes 2 points
Bidder currently purchases services and/or supplies from Maine businesses		No 0 points	Yes 2 points

\_\_\_\_\_

*(Print Respondent’s Name and Title)*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*

Contract Administrator:

The Contract Administrator for this contract will be:

Reggie Knowles, Region 2 Transportation Operations Manager  
Maine Department of Transportation  
66 Industrial Drive,  
Augusta, Me. 04333-0098

The Contractor shall contact the Contract Administrator or designated alternate, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

I. Scope and Specifications of Work to be Performed

- a. Perform fiber optic camera work and emergency obstruction removal and clearing of connector culverts and/or catch basins in order to perform camera work on an as needed basis for the whole Region and scheduled and ordered by MaineDOT. When the MaineDOT notifies the Contractor of the work, the Department will identify the item, approximate hours and the scheduling requirements.
- b. Work covered by this contract consists of providing all labor and furnishing all equipment, supplies, materials and other applicable tools/items needed to perform the work.
- c. Work is to be performed during regular work hours which is Monday through Friday between 6:00 AM and 4:30 PM. Work performed outside of regular work hours must be pre-approved by MaineDOT.
- d. The Contractor must complete service reports stating quantity of material removed, date, time of arrival, time of departure and location. These reports must be signed by a MaineDOT representative and left with MaineDOT.
- e. Traffic control will be supplied by MaineDOT.
- f. Fiber optic camera work will normally be performed during regular work hours defined above, however the Department may require fiber optic camera work to be done outside of regular work hours.
- g. The Contractor shall provide two or more contact numbers to the Department for notification that can be contacted 24 hours seven days a week.

- h. The location of collected and vacuumed material will be transported and dumped as directed by MaineDOT at the nearest Region 2 MaineDOT facility or other facility requested by MaineDOT.

## II. Contractor Requirements

- a. The Contractor must be able to perform closed circuit television camera work in drainage systems as needed, as well as flushing and/or clearing obstructions in connector culverts in order to do such work for MaineDOT and in accordance with State of Maine rules, laws and regulations.
- b. Vacuum truck must have a minimum capacity of 1,000 Gallons of fresh water and 2,000 Gallon holding tank for waste.
- c. The Contractor must possess appropriate valid transport license.
- d. The Contractor must be able to respond and have necessary personnel and equipment mobilized on site within 48 hours or less when MaineDOT has determined an emergency.
- e. The Contractor must provide minimum push and pull fiber-optic camera capable of looking into drainage systems with pan and tilt.
- f. The Contractor is to provide a video record (on USB flash drive) and written report of findings (include condition of system) for closed drainage systems inspected under this contract. Where multiple catch basins are inspected as part of a system, the contractor shall provide a map showing the catch basin locations and clearly identify the pipes which were inspected and the order in which they were inspected.
- g. Illicit Discharge - If the Contractor encounters any condition that indicates the presence of non-storm water discharges as defined in MaineDOT Illicit Discharge Detection Policy, <http://www.maine.gov/mdot/env/documents/2017REVISEDPY4MS4report.pdf> the Contractor shall notify the Department and document the observance on the Service Report. Conditions indicating the presence of non-allowable storm water discharges include, but are not limited to, the presence of suds or foam, or unexpected odor or color.

III. Contract Time

This contract will be for one year and commences on July 23, 2018, or when executed, whichever is latest. 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.

IV. Basis of Award

One contract will be awarded to the bidder whose Bid receives the highest score following the final review.

Scoring:

The Bids will be scored on the basis of the following weighted criteria:

Criteria	Weight
SECTION 0001 Price	90%
SECTION 0002 Maine Business and Economic Impact Consideration	10%

1. The scoring formula for price is: 90 points to low bidder, and others will be (Lowest submitted cost bid / Cost of bid being scored) x 90 = pro-rated score.
2. Maine Business and Economic Impact will be scored using the total number of points the bidder receives from answering the information in the Schedule of Items, 2.

Method of Measurement

Fiber Optic Camera Work on Drainage Systems, Connector/Catch Basin obstruction removal and vacuuming without Flagging, will be measured by the actual hours the work performed to the nearest quarter hour. Time shall commence when the Contractor arrives at first work site of the day. Accepted quantities will be paid for at unit price per hour which shall include full compensation for all reports, video (USB flash drive), equipment, labor, materials and incidentals required. Transport of collected materials to the disposal location determined by MaineDOT will be considered incidental to the contract and not measured for payment. If the Work includes servicing multiple locations in one day, the time spent moving between locations will be measured for payment.

Basis of Payment

Accepted quantities will be paid for at unit price per hour which shall include full compensation for all equipment, labor, materials and incidentals required. Mobilization

and reports will not be paid for separately and shall be considered incidental to the per hour rate.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit invoices for payment to the Contract Administrator in the Maine Department of Transportation Office, for services at the completion of the work and acceptance of the finished material.

#### Allowable Work Times

The Contractor shall perform work only during regular work hours, Monday through Friday, 6:00AM through 4:30 PM except for they may not work on holidays as defined in Appendix B, nor government closure days unless otherwise requested and authorized by MaineDOT.

#### Changes

The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work.

#### Default and Termination

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

- A. Fails to provide labor, Equipment, Materials or Reports specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract.
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Continues to perform Work after the Department directs that Work be stopped,
- G. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

- 1<sup>st</sup> Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.
- 2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> 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 occurs, the Department may give written Notice of Default 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.