

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.

Bidders are not required to bid all items.

Contractor is required to bid Mobilization related to Items Bid.

Item Description	Units	Unit Price Area 1	Unit Price Area 2	Unit Price Area 3
Vacuuming Highway Drainage Catch Basins - vacuum truck & operator	Hour	\$	\$	\$
Vacuuming Highway Drainage Catch Basins - laborer	Hour	\$	\$	\$
Vacuuming Highway Drainage Catch Basins - vacuum truck, operator and flaggers	Hour	\$	\$	\$
Pumping Floor Drains	Hour	\$	\$	\$
Pumping Holding Tanks	Hour	\$	\$	\$
Pumping Maintenance Building/Lot Catch Basins	Hour	\$	\$	\$
Thawing Culverts	Hour	\$	\$	\$
Removal of Culvert Obstructions	Hour	\$	\$	\$
Removal of Culvert Obstructions, including flaggers	Hour	\$	\$	\$
Fiber Optic Camera Work in Drainage	Hour	\$	\$	\$

Region 5
On Call Pumping and Drainage Services
April 29, 2019

Systems				
Fiber Optic Camera Work in Drainage Systems, including flaggers	Hour	\$	\$	\$
Mobilization, Highway Drainage CB	Hour	\$	\$	\$
Mobilization, Pumping Floor Drains	Hour	\$	\$	\$
Mobilization, Pumping Holding Tanks	Hour	\$	\$	\$
Mobilization, Pumping Maintenance Building/Lot CB	Hour	\$	\$	\$
Mobilization, Thawing Culverts	Hour	\$	\$	\$
Mobilization, Removing Culvert Obstructions	Hour	\$	\$	\$
Mobilization, Fiber Optic Camera Work	Hour	\$	\$	\$

(Print Respondent's Name and Title)

Signature

Contract Administrator The contract administrator for this contract will be:

Name: Keith Richards
Title: Transportation Operations Manager
Address: MaineDOT Region 5
41 Rice Street, Presque Isle, ME 04769
(207) 764-2060

Contractor Requirements The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within 72 hours or less when MaineDOT has an emergency.

The Contractor must have a minimum of five years experience performing each type of work that they expect to perform. The Contractor must have the appropriate transport license, if applicable.

Scope of Work The Contractor shall provide vacuuming of highway drainage catch basins and culverts, and transport of collected material to approved appropriate facility, provide pumping services for various building floor drains, building/lot catch basins and holding tanks at Maine Department of Transportation (MaineDOT) and disposal of collected material at MaineDOT specified facilities. The Contractor shall provide thawing for the Departments need of moving water, removal of culvert obstructions such as those caused by wild animals and perform fiber optic camera work in drainage systems as needed in the Region 5, Northern Maine area.

Work will be scheduled by the MaineDOT and will be performed during allowable work times as specified in the contract or as agreed upon for a assignment.

The Northern Region is broken into 3 geographic areas.

Area 1 - Northern Aroostook Area- Include building assets assigned to crews in Fort Kent, Madawaska, Van Buren, Caribou and all out lying towns in this area

Area 2 – Central Aroostook Area – Include building assets assigned to crews in Presque Isle, Ashland, Oakfield, Houlton, New Limerick, and all out lying towns in this area.

Area 3 - Southern Area- Include building assets assigned to crews in Topsfield, Macwahoc, Medway, Sherman, Crystal and all out lying towns in this area.

Work covered by this proposal consists of providing all labor and furnishing all equipment, supplies and other applicable tools to perform the services stated above. Disposal fees will be paid for by MaineDOT directly to the disposal site vendor.

The Contractor is responsible to respond in a timely manner to requests to provide services. Should the response not meet the Department's requirements, the Department may obtain services from another Contractor.

The Contractor may or may not provide traffic control at the job site, it will be determined on each individual assignment.

Equipment The Contractor shall be required to provide the following equipment appropriate for the work they expect to perform.

- Vacuum truck must have a minimum capacity of 1,000 Gallons of fresh water and 2,000 Gallon holding tank for waste.
- Vacuum trucks used to pump DOT floor drain holding tanks must have a capacity that equals or exceeds the capacity of the tank to be pumped unless otherwise approved by the Department.
- A minimum push and pull fiber-optic camera capable of looking into drainage systems with pan and tilt.
- Industrial Steamer system used for cleaning and thawing with a minimum 1500 PSI, BTU 180,000 and 3GPM.
- Attachment for truck that will be used to cut obstructions with either a saw type blade or the high pressure water driven cutter.

Reporting and Measurement for Payment

Vacuuming of Highway Drainage Catch Basins

Vacuuming of Highway Drainage Catch Basins - vacuum truck & operator work will be measured by the actual hours the service is performed to the nearest quarter hour and accepted quantities will be paid for at the unit price per hour which price shall include full compensation for vacuum truck and operator and all equipment, labor, materials and incidentals required.

If a laborer is required in addition to the vacuum truck and operator, Vacuuming of Highway Drainage Catch Basins - laborer will be measured by the actual hours the service is performed to the nearest quarter hour and accepted quantities will be paid for at the unit price per hour which price shall include full compensation for laborer and service truck, if necessary and incidentals required.

If flaggers are required to be furnished by the Contractor in addition to the vacuum truck and operator, Vacuuming of Highway Drainage Catch Basins - vacuum truck, operator and flaggers will be measured by the actual hours the service is performed to the nearest quarter hour and accepted quantities will be paid for at the unit price per hour which price shall include full compensation for vacuum truck, operator, all flaggers, and all equipment, labor, materials and incidentals required.

Transport of collected materials to the disposal site will be measured for payment. Disposal fees will be paid for by MaineDOT directly to the disposal site vendor. If the Work includes servicing multiple locations in one day, the time spent moving between locations will be measured for payment.

Pumping Floor Drains

Pumping Floor Drains will be measured by the actual hours the service is performed to the nearest quarter hour and accepted quantities will be paid for at the unit price per hour which price shall include full compensation for all equipment, labor, materials and incidentals required.

Transport of collected materials to the disposal site will be measured for payment. Disposal fees will be paid for by MaineDOT directly to the disposal site vendor. If the Work includes servicing multiple locations in one day, the time spent moving between locations will be measured for payment.

Pumping Holding Tanks

Pumping Holding Tanks will be measured by the actual hours the service is performed to the nearest quarter hour and accepted quantities will be paid for at the unit price per hour which price shall include full compensation for all equipment, labor, materials and incidentals required.

Transport of collected materials to the disposal site will be measured for payment. Disposal fees will be paid for by MaineDOT directly to the disposal site vendor. If the Work includes servicing multiple locations in one day, the time spent moving between locations will be measured for payment.

Thawing Culverts

Cleaning of culverts, thawing for the purpose of moving water will be measured by the actual hours the service is performed to the nearest quarter hour and accepted quantities will be paid for at the unit price per hour which price shall include full compensation for all equipment, labor, materials and incidentals required. If the Work includes servicing multiple locations in one day, the time spent moving between locations will be measured for payment.

Removal of Culvert Obstructions

Cleaning of culverts, Removal of Culvert Obstructions and Fiber Optic Camera Work in Drainage Systems will be measured by the actual hours the service is performed to the nearest quarter hour and accepted quantities will be paid for at the unit price per hour which price shall include full compensation for all equipment, labor, materials and incidentals required. If the Work includes servicing multiple locations in one day, the time spent moving between locations will be measured for payment.

If flaggers are required to be furnished by the Contractor in order to remove culvert obstructions, or perform fiber optic camera work, Removal of Culvert Obstructions, including flaggers and Fiber Optic Camera Work in Drainage Systems, including flaggers will be measured by the actual hours the service is performed to the nearest quarter hour and accepted quantities will be paid for at the unit price per hour which price shall include full compensation for all equipment, labor, materials and incidentals required. If the Work includes servicing multiple locations in one day, the time spent moving between locations will be measured for payment.

Mobilization

The Contractor will be paid mobilization by the hour for the time it takes to travel to and from the work site. The hours will be measured from the company's closest base of operations to the project site. The total amount of hours will rounded off to the nearest ¼ hour. This may involve work at multiple sites within the specified area on the same day. The Contractor shall be paid for mobilization by the hour for time they travel to or from the project site. If the Work includes servicing multiple locations in one day, the time spent moving between locations will not be measured for payment. The accepted quantity will be paid for at the contract unit price for each respective item. Such price shall be full compensation for preparatory work and including, but not limited to, the movement of personnel, equipment and supplies to the job site and all other incidentals to complete the Work.

Incidentals

Flaggers will include all required flaggers and equipment necessary to flag.

A service truck will not be measured for payment, nor mobilization, but will be considered incidental to related items.

The Contractor must complete service reports stating quantity of material removed, date, time of arrival, time of departure and location. The service reports must be signed by a Department representative and left with the Department.

Basis of Award and Assignments

Multiple contracts may be awarded. Assignments will be awarded using the criteria stated below based on the individual unit prices given in the “Schedule of Items”,

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet “Contractor requirements”.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department and each responsive Bidder may enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department according to the following terms. Work will be assigned under these contracts according to the following process: The Department will estimate the Contractor with the lowest cost for the particular Work (the “Assignment”) based on the individual unit bid prices for the total quantity of estimated work in that Assignment. The Department will offer to assign the Work to the Contractor with the lowest cost for the particular Work (the “Assignment”), and that Contractor will have first option to perform work. Contractors shall have two business days to accept an Assignment unless otherwise stated in the offer to assign work. Contractors are not required to accept work. If Contractors do not respond to requests for assignments in the allotted time, The Department may proceed as if the Contractor has declined the assignment. If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment, or complete the Assignment in the allotted time, then the Contract Administrator will contact the firm that is estimated to have the next lowest assignment cost to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment. The Department will estimate for a particular Assignment based on the individual unit bid prices for the total quantity of estimated work in that 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 nature of the Work and any time constraints will then be sent to the successful contractor. The Work described in this letter will become part of the Contract.

In the case an emergency arises for which the response time does not allow for the preparation of a bid solicitation, that the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one or more of the Contractors. The Department will select a Contractor to call based on an evaluation of rates, experience and equipment, willingness to perform work in the applicable county, geographic proximity, response time, consideration of Maine business enterprise, and determination of what is in the best interest of the State. The Contractor shall have a half hour to accept or decline. The Contractor shall be onsite in less than three hours unless the Department has directed otherwise.

Measurement and Payment

The Contractor will be paid by the hour for each hour work is performed at the contract unit price per hour, overtime will be paid at the contract unit price per hour at time and 1/2, Sundays and Holidays will be paid at the contract unit price per hour at double time.

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

Hourly Work will be measured as straight time when the work is performed Monday through Friday from 7 AM to 4 PM.

When MaineDOT authorizes overtime work, Hourly Work will be measured as overtime when work hours occur on Saturday or extends after 4 PM or before 7AM Monday through Friday.

When MaineDOT authorizes Sunday and Holiday work, Hourly Work will be measured as Sundays and Holiday when the work is performed on Sunday, or a holiday as defined in Appendix B.

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

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

For the purpose of billing the Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site. The total number of hours will be rounded off to the nearest 1/2 hour.

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

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator for services at the completion of the assignment and acceptance of the finished material.

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

- A. Fails to adhere to obligations of the Assignment or Contractor Requirements.
- B. Fails to answer or reply to the Department within ½ hour of emergency notification of work.
- C. Fails to commence work or be onsite within 4 hours after accepting an emergency assignment.
- D. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- E. After work on assignment has commenced, fails to continuously work on assignment without Department approval.
- F. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- G. Continues to perform Work after the Department directs that Work be stopped.

If Default and Termination of 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 2nd Default and Termination of Assignment, the Department may, in addition, consider this 2nd notification as a Default and Termination of Contract 2nd Incident written warning.

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

- A. Fails to provide labor, Equipment or Materials specified in the Assignment or Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment,
- C. Fails to perform Work when specified in the Assignment,
- 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. Discontinues the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,

- H. 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:

1st Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 days upon receipt of verbal warning, for an emergency Assignment within 3 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 (C) for if an emergency will count as 1st incident and no time to cure.

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 Assignment in an acceptable and timely manner. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices.

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 Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“All Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidders if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Contract Completion Date Delete the entire section and replace with the following:

“The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form.”

101.2 Definitions Contract Execution Delete the entire section and replace with the following:

“Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department.”

101.2 Definitions Contractor Delete the entire section and replace with the following:

“After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder in a low Bid process or the successful Proposer in a best value type of Contract becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, “Contractor,” with a lower case “c,” may mean a firm engaged in construction Work.”

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

“All responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidders.”

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

“The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project or Work location, WIN (if applicable) and/or Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder's Bid is read at Bid Opening."

102.11.1 Non-curable Bid Defects E. Delete the entire section 102.11.1 E and replace with the following:

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

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

"The bidder only signs one of the Contract Forms or the Bidder does not sign the Contract form but does sign the Schedule of Items."

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

"F. 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."

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."

103.4 Notice of Award Delete the section in its entirety and replace with the following:

"The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request a payment bond, performance bond, insurance bond, special certifications, and other information from the Apparent Successful Bidders. If prequalification is required and an Apparent Successful Bidder is not prequalified at the time of Bid Opening, the Department shall have 15 days from the successful completion of the Prequalification process

or 30 days following Bid Opening; whichever is longer. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper bonds, insurance, and other pre-award requirements, an Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5.”

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 bonds (if applicable), 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.