

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

- The Region is divided into Areas. Each area will be awarded separately. The areas and locations within are identified on the Appendix A, Schedule of Items.
- **Bidder may bid one or more Items.**
- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

Area 1 Western Area of Region 4			
Item Description	Approximate Quantity & Units	Unit Price Per Gallon	Bid Amount \$
Holding Tank Effluent	70,000 gallons		
Total Bid for Area 1			

Area 2 Eastern Area of Region 4			
Item Description	Approximate Quantity & Units	Unit Price Per Gallon	Bid Amount \$
Holding Tank Effluent	50,000 gallons		
Total Bid for Area 2			

- Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

See bid instructions on page three of the bid book.

Contract Administrator The Contract Administrator for this contract will be:

Matthew Kennedy Region 4, Transportation Operations Manager
Maine Department of Transportation
219 Hogan Road
Bangor, ME 04401
(207)-941-4500

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

Contractor Requirements

The Contractor shall be able to pump floor drains, transport and dispose of collected material as directed by MaineDOT and in accordance with State of Maine rules, laws and regulations.

The Contractor shall be able to be notified and the necessary personnel and equipment mobilized and be on site within 48 hours or less when MaineDOT has determined an emergency.

The Contractor shall have and maintain appropriate valid transport license(s).

Contract Time

The Contractor will be allowed to commence work on or after the execution date.

Scope and Specifications of Work to be Performed

The Contractor shall pump building floor drain holding tanks as requested by the MaineDOT at locations within the Area in the Region 4, transport and dispose of collected material at a properly licensed location and in accordance with State of Maine rules, laws and regulations.

The Contractor shall provide all labor and furnish all equipment, supplies and other applicable tools to perform the work.

MaineDOT will prepare site and have it ready for the vendor to start the pumping process upon arrival.

Disposal fees are to be paid by the Contractor directly to the disposal facility.

The Contractor will be paid for pumping of tanks by the gallon at bid prices. Attached for bidder informational purposes is a list of MaineDOT Region 4 sites by area and states tank sizes at each location. This does not guarantee work for every site listed and may not include all locations to be pumped under this contract. MaineDOT may increase, decrease or change locations from those shown in Attachments A and B.

Time spent getting to the service location and time spent moving between locations and disposal facilities, truck cost and mileage will not be measured for payment but considered incidental to the Work performed.

Work will be scheduled and directed by MaineDOT and will occur during MaineDOT allowable work hours unless otherwise authorized by MaineDOT.

The Contractor shall complete work reports stating quantity of material removed, date, time of arrival, time of departure and location(s). The work reports must be signed by a MaineDOT representative and left with MaineDOT.

Contractor must assure that service can be performed within 48 hours of call from MaineDOT.

Any accidental release of effluent made by the Contractor at any MaineDOT site is the responsibility of the Contractor who must adhere to all applicable State of Maine rules, laws and regulations.

The Eastern Region covers area in the counties of Penobscot, Washington, Hancock, Piscataquis, and Somerset.

Method of Measurement

Accepted quantities will be paid for at unit price per gallon which shall include full compensation for all equipment, labor, materials and incidentals required. Labor, equipment, supplies, tools, truck charge, mileage and all other items needed to complete Work, will be considered incidentals and will not be measured for payment. Contractor is responsible for paying disposal fees directly to the disposal facility and will not be reimbursed by the MaineDOT.

Basis of Payment

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit invoices bi-weekly for payment to the Contract Administrator in the Maine Department of Transportation Office, and at the completion of the Work.

Allowable Work Times

The Contractor shall perform work only during the following times Monday through Friday, 6:00AM through 4:30 PM except for they may not work on holidays as defined in Appendix B, nor government shut down days, unless otherwise directed by the Department.

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. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual Work authorized and performed at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

Default and Termination

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

- A. Fails to provide labor, Equipment or Materials 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:

1st Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.

2nd Incident: The Department will issue a written warning.

3rd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default 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.

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 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 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.”

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".

102.11.1 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 Analysis of Bids Amend this Section by adding the following:

"103.1a Tie Bids - In the case where two responsive bids from responsible bidders are equal monetarily, the Department shall determine the apparent low bidder by flipping a coin. The coin shall have sides clearly marked as heads and tails. The contractor whose first letter in their official company name that comes first in the alphabet shall be heads.

If there are three bids, each bidder will flip the coin and the bidder with the odd toss will be the winner. (i.e. if the results are two heads and a tails, the bidder who had tails is the winner). For a three way tie, bidders may flip their own coin or have the Contracts Engineer flip for them.

The coin flip will occur at the next bid opening by the Contracts and Specifications Engineer or a designee. The tied bidders may attend the coin flip in person or watch on the internet as they choose."

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.”

103.3.2 Notice of Determination Revise this section by removing sections A – M and replacing with the following A - K:

- (A) Default(s) or termination(s) on past or current Contracts.
- (B) Failure on past or current Contracts to pay or settle all bills for labor, Materials or services; to comply with directives of the Department, to fulfill warranty obligations, or to provide Closeout Documentation.
- (C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- (D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- (E) Failure to accept an Award of a Contract made by the Department.
- (F) Failure to provide information requested by the Department in a timely manner.
- (G) Debarment, suspension or a denial of prequalification or 'award of contract' 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 or 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).
- (H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- (I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- (J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- (K) 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, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is "Not Qualified".

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.

104.3.8B State Wage Rates and Labor Laws The State Wage Rates enclosed apply to this work. Federal Wage Rates do not apply to this work.

Attachment A

Region 4 Holding Tank List WESTERN AREA 1				
Location and Lot #	Address	Contact Person	Type	Size
Bangor L55092	219 Hogan Road	Dereck Williams	Floor Drain	4000
941-4500	Bangor	592-3674		
Carmel Bridge L55169	991 Fuller Road	Dereck Williams	Floor Drain	2500
848-5215	Carmel	592-3647		
Charleston L55640	515 Dover Road	Jeremy Schoble	Floor Drain	2500
285-3683	Charleston	441-4197		
Enfield L55120	869 Main Road	Dennis Amero	Floor Drain	2500
732-3304	Enfield	592-2137		
Guilford L55522	295 Main Street	Jeremy Schoble	Floor Drain	2500
876-3042	Plymouth	441-4197		
Milo L55104	27 DOT Road	Dennis Amero	Floor Drain	2500
943-2533	Milo	592-2137		
Plymouth L55118	2510 Moosehead Trail	John VanAlstyne	Floor Drain	2500
257-3427	Plymouth	441-9347		

Attachment B

Region 4 Holding Tank List EASTERN AREA 2				
Location and Lot #	Address	Contact Person	Type	Size
Aurora L55332	433 Airline Road	David Perkins	Floor Drain	2500
584-3411	Aurora	485-2691		
Baileyville L55071	61 U.S. Route 1	Mark Theriault	Floor Drain	2500
427 6588	Baileyville	592-0608	Floor Drain	1000
Bar Harbor L55079	1061 State Highway 102	Stan Collins	Floor Drain	2500
288-3902	Bar Harbor	215-8944		
Beddington L55346	3835 Airline Road	David Perkins	Floor Drain	2500
638-2891	Beddington	485-2691		
Cherryfield L55544	182 Blacks Woods Road	Stephen Harrington	Floor Drain	2500
546-7474	Cherryfield	592-2439		
Jonesboro L55198	615 U. S. Route 1	Stephen Harrington	Floor Drain	2500
434-2911	Jonesboro	592-2439		
Orland L55401	161 Gilpin Road	Brian Hills	Floor Drain	2500
469-3051	Orland	215-6504		
Pembroke L55348	58County Road	Mark Theriault	Floor Drain	2500
726-4235	Pembroke	592-0608		
Sedgwick L55191	279 Snows Cove Road	Brian Hills	Floor Drain	2500
359-2511	Sedgwick	215-6504		
Wesley L55330	4401 Airline Road	Mark Theriault	Floor Drain	2500
255-8941	Wesley	592-0608		