

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

Contractor \_\_\_\_\_

**SCHEDULE OF ITEMS**

- **Bidder must bid all 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.

<b>Section 0001</b>			
Item Description	Approximate Quantity	Unit Price Per Hour	Bid Amount \$ = Unit Price x Quantity
<b>Catch Basin Cleaning/ Vacuuming</b>	<b>1200 hours</b>		
<b>Cleaning Culverts</b>	<b>200 Hours</b>		
<b>Removal of Culvert Obstructions</b>	<b>40 Hours</b>		
<b>Fiber Optic Camera Work</b>	<b>200 Hours</b>		
<b>Floor Drain and Holding Tanks - Pumping</b>	<b>150,000 Gallons</b>		
<b>Total Bid Section 0001</b>			

<b>Section 0002</b>			
Item Description	Approximate Quantity of hours	Unit Price Per Hour	Bid Amount \$
<b>Emergency Catch Basin Cleaning/Vacuuming Option</b>	<b>150 hours</b>		
<b>Total Bid Section 0002</b>			

- 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)

Contract Administrator The Contract Administrator for this contract will be:

John Maksut Region 1, Transportation Operations Manager  
Maine Department of Transportation  
51 Pleasant Hill Road  
Scarborough, ME 04070

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.

Contractor Requirements

The Contractor must be able to clean and vacuum catch basins and transport and dispose of collected material as directed by MaineDOT and in accordance with State of Maine rules, laws and regulations.

The Contractor must 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 must possess and maintain appropriate valid transport license.

Contract Time

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

The completion date for catch basin cleaning and vacuuming services for the catch basins listed in bid book shall be October 31.

Scope and Specifications of Work to be Performed

All routine cleaning of catch basins will be performed as listed below and shall be completed by the Contractor each year by October 31st. The Contractor shall provide and maintain the work schedule and supply to MDOT. Work is to be performed during regular work hours which are normally Monday through Friday between 6:00 AM and 4:30 PM. Work performed outside of regular work hours must be pre-approved by MaineDOT.

Traffic control will be supplied by the MaineDOT.

Emergency and other vacuuming/cleaning of catch basins will be performed on an as needed basis for the whole Region and scheduled and requested by MaineDOT. The Department may increase the number of approximate hours and such increase or decrease shall not be considered Extra Work. When the MaineDOT notifies the Contractor of the additional approximate hours, the MaineDOT will identify if the cleaning/vacuuming is to be paid under Item Catch Basin Cleaning/Vacuuming or Emergency Catch Basin Cleaning/Vacuuming. The Contractor must perform emergency work within 48 hours of notification.

The basins to be cleaned will be identified and marked with white paint by the MaineDOT's Region Supervisors before the work is to be performed.

The material collected and vacuumed from catch basin cleaning will be transported and dumped as directed by MaineDOT at the nearest Region 1 MaineDOT facility.

The Contractor must possess and maintain appropriate valid transport license.

The Contractor must mark each catch basin that is cleaned with an "X" with orange 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.

Pumping of floor drains and/or holding tanks will be performed as requested by the MaineDOT. Capacity for holding tanks is 2,500 gallons. Effluent from floor drains and/or holding tanks will be transported and disposed of at a properly licensed location and in accordance with relevant and applicable rules, laws and regulations. Disposal fees are to be paid for by the Contractor directly to the disposal facility. Fees will not be paid by the Department. The Contractor shall provide MaineDOT with the name and location of facility to which the material will be transported.

Contractor will be paid for pumping of tanks by the gallon at bid prices submitted. Time spent getting to locations, time spent moving between disposal facilities, truck cost and mileage will not be measured for payment but considered incidental to the work

performed. There is no minimum gallon guarantee for each pick up but whenever possible and feasible, the Department will try to schedule multiple locations in an area for the same time.

Camera work will be performed at bid prices and as needed by the request of MaineDOT. Price includes providing MaineDOT with a CCTV Video of the inspection of the drainage structures and a video CD copy.

Vehicles used for services to be not older than 2001 and Suction capacity must be at least 10 cubic yards.

#### Basis of Award

The basis of award for determining the Apparent Low Bidder will be the price given for Section 0001. Section 0002 Emergency Catch Basin Option must be bid on by the bidder but may or may not be awarded based on the bid prices and the region's needs.

#### Method of Measurement

Vacuuming of catch basins and cleaning and flushing of culverts will be measured by the actual hours the service performed to the nearest quarter hour and commence when contractor leaves the MaineDOT maintenance lot each day or upon arrival at first work site, includes mobilizing between work sites and terminates at the point of disposal of waste material at an approved disposal site. Accepted quantities will be paid for at unit price per hour which shall include full compensation for all equipment, labor, materials and incidentals required.

Accepted quantities of Floor Drain and Holding Tanks – Pumping shall be paid by the gallon. Time spent getting to locations, time spent moving between disposal facilities, truck cost and mileage will not be measured for payment but considered incidental to the work performed. There is no minimum gallon guarantee for each pick up but whenever possible and feasible, the Department will try to schedule multiple locations in an area for the same time.

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

Fiber Optic Camera Work will be measured by the actual hours the service performed to the nearest quarter hour. Accepted quantities will be paid for at unit price per hour which shall include full compensation for all equipment, labor, materials, video CD copy and incidentals required.

Floor Drain and Holding Tanks – Pumping will be measured by the gallons pumped and disposed of at bid prices. Disposal fees, time spent getting to locations, time spent moving between disposal facilities, truck cost and mileage will not be measured for payment but considered incidental to the work performed. There is no minimum gallon guarantee for each pick up but whenever possible and feasible, the Department will try to schedule multiple locations in an area for the same time.

#### 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, for services at the completion of the work and acceptance of the finished material

#### 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 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 hourly 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:

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.

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.”