

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time as 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

CONTRACTORS ARE REQUIRED TO BID ALL ITEMS.

Item Description	Approximate Quantity & Units	Unit Price Per Gallon	Bid Amount
Holding Tank Effluent	50,000 gallons		
Septic Tank	10,000 gallons		
		Per Unit	
Sump Cleaning	50 Qty	\$	
Total Bid			\$

Region 2
Pumping Septic Tanks, Floor Drains
& Holding Tank Effluent Services
November 1, 2021

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)

**Electronic bidding will NOT be available
for this bid.**

**Bids will NOT be accepted
by email or fax.**

**SIGNED PAPER BIDS ARE REQUIRED
and may be
mailed, sent express or hand delivered.**

For further information, see “BIDDING INSTRUCTIONS”
which are located near the front of the bid book.

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the “Request for Information” form. 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 in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the “Request for Information” form.

Contract Administrator The Contract Administrator for this contract will be:

Randy Butterfield, Transportation Operations Manager
Maine Department of Transportation
66 Industrial Drive
Augusta, ME 04330
(207)-624-8230

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 provide Floor Drain Sump Cleaning.

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 must have a minimum of five years' experience performing each type of work that they expect to perform. 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.

Scope and Specifications of Work to be Performed

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.

Pump building floor drain holding tanks and clean such as requested by the MaineDOT at locations in the Region 2, Mid-Coast Region area, and transport and disposal 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.

Contractor shall possess and maintain appropriate transport licenses for transporting floor drain effluent for the duration of the contract.

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

Contractor will be paid for pumping of tanks by the gallon at bid prices submitted on the Schedule of Items in Appendix A for MaineDOT locations. Attached for bidder informational purposes is a list of MaineDOT Region 2 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 needing pumping.

Contractor will be paid for cleaning of sump pump at the hourly bid prices submitted on the schedule of Items in Appendix A for MaineDOT locations.

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.

Contractor must complete work reports stating quantity of material collected, date, and location. The work report must be signed by a MaineDOT employee and left on site.

The Contractor shall provide two or more contact numbers to the Department for emergency notification that can be contacted 24 hours seven days a week. The Contractor must perform emergency work within 48 hours of notification unless otherwise agreed to by the Department.

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.

Region 2
Pumping Septic Tanks, Floor Drains
& Holding Tank Effluent Services
November 1, 2021

MaineDOT may increase or decrease locations from those shown in Attachment A.

The Mid-Coast Region covers area in the counties of Kennebec, Knox, Lincoln, Sagadahoc, Somerset and Waldo.

Method of Measurement

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.

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

The Contractor must 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. The Contractor will be paid for pumping of tanks by the gallon at bid prices submitted on the Schedule of Items in Appendix A for MaineDOT locations.

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 work 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 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 PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

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 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 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.