

APPENDIX A  
SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

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

**SCHEDULE OF ITEMS**

**Bidder is not required to bid all Areas but may bid on one or more Area(s).**

**Bidder is not required to bid all Items but may bid one or more Item(s).**

**Contractor is required to bid Mobilization related to the Items Bid. Lack of a bid for Mobilization will be interpreted as a bid of zero dollars (\$0) for Mobilization.**

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 Systems	Hour	\$	\$	\$
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	\$	\$	\$

**Bid prices must be quoted as specified on this worksheet. The Department will reject bids if any one of the following occurs:**

- the Bid are not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- the Bid is not signed by a duly authorized representative of the Bidder,
- the unit or lump sum price for any item is illegible as determined by the Department, or the Bid contains any conditional or alternate Bidding language.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions.

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.

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)*

## **CONTRACT ADMINISTRATOR**

The Contract Administrator for this contract will be:

Name: Jeremy Hartsgrove  
Title: Transportation Operations Manager  
Address: MaineDOT Region 5  
41 Rice Street, Presque Isle, ME 04769  
(207) 764-2209

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. The Department may assign a designated alternate to the Contract Administrator. The Contractor will be notified of any such change.

## **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 be able to respond to the Contract Administrator within 4 hours of the notification.

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.

Equipment The Contractor shall provide the following equipment appropriate for the assigned work.

- Vacuum truck with 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 shall 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.

## **SCOPE OF WORK**

Provide vacuuming of highway drainage catch basins and culverts, and transporting 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. Perform thawing for the Department's 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 particular 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 will request services from another Contractor.

Traffic control will be supplied by the MaineDOT unless otherwise agreed upon.

The Department will provide soil erosion and water pollution control.

**Allowable Work Times** The Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B or any government closure day. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

## **MEASUREMENT AND PAYMENT**

### Vacuuming of Highway Drainage Catch Basins

Vacuuming of Highway Drainage Catch Basins - vacuum truck & operator 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 under the appropriate bid item. 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.

Pumping Maintenance Building/Lot Catch Basins

Pumping Maintenance Building or Maintenance Lot Catch Basins 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

Thawing and cleaning culverts 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 be 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 as mobilization. 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 ASSIGNMENT**

The dollar amount of this Contract is in no way a guarantee that the Department will Assign Work for any or all of the total amount.

The Department and each responsive responsible bidder will enter into a Contract that will obligate each bidder to perform work pursuant to an Assignment at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department and the ability of the bidder according to the following terms. In the case work arises, that the Department has determined can best be addressed using one of these contracts, Work will be assigned under these contracts according to the following process: The Contractor with the lowest estimated cost for the particular Assignment as calculated on the individual unit prices given in the “Schedule of Items”, with the experience, equipment, response time, and ability to complete the Work in the allotted time will have first option to enter into a contract to perform work pursuant to an Assignment. If this Contractor is unable to accept the work, then the Contract Administrator will contact the Contractor that is estimated to have the next lowest cost to see if that bidder will accept the assignment. If that next low bidder is unable to accept the work, then the Contract Administrator will contact the next lowest bidder, and subsequent bidders in ascending order of the amount of their bids, until a bidder accepts the assignment. The Work included in the Assignment will become part of the Contract.

Not all work in will be done under these contracts. Work may also be done by the Department, under private equipment rental agreements and other means not associated with this solicitation.

**PROJECT SPECIFIC EMERGENCY PLANNING**

The Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Project Limits.

## **INVOICES AND PAYMENT**

The contract amount will be determined by the actual work performed by the Contractor and authorized by the Department. The Contractor shall submit an itemized bill listing actual hours and dates of service along with a copy of the Service Report to the Department for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number  
Invoice Date & Number  
Dates of Service  
Quantity of Materials Removed  
Location of Service  
Copy of Service Report

## **DEFAULT AND TERMINATION**

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

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements* or *Scope and Specifications of Work to be Performed*.
- B. Fails to answer or reply to the Department within 4 (four) hours of emergency notification of work.
- C. Fails to commence work or be onsite within 72 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 unless otherwise approved by the Department.
- F. Performs Defective Work and 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 of an 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 Default and Termination of Assignment, the Department may, in addition, consider this notification as a Default and Termination of Contract incident.

If Default of an Assignment occurs, and the Department does not give Notice of Default and Termination of Assignment, the Department may issue a written warning and the Contractor shall complete the Assignment. Upon receiving a written warning, the Department may, in addition consider this warning as a Default and Termination of Contract incident.

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

- A. Is in Default of an Assignment and the Department considers the default a Default and Termination of Contract incident.
- B. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way.
- C. Discontinues the Work without the Department approval.
- D. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Default of Contract will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 (two) days upon receipt of verbal warning, or for an emergency Assignment within 2 (two) hours after notification, 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 of the Contract occurs, the Department may give written Notice of Default and Termination 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.

Termination for Convenience

The Department may terminate this Contract for convenience or for any reason that is in the best interest of the Department. Terminations caused without fault of or for reasons beyond the control of the Contractor are Terminations for Convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience

In case of a Termination for Convenience, 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. Acceptable Materials, obtained by the Contractor for the Work but which have not been incorporated therein, may at the option of the Department be purchased from the Contractor at Actual Costs delivered to a prescribed location or otherwise disposed of as mutually agreed

Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract.