

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:

- 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,
- the Bid is not signed,
- the unit price for any item is not provided or is unreadable.

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.

Do not make handwritten changes to the bid documents

**Bidders are required to Bid all items.**

Item Description	Estimated Quantity & Units (for ONE YEAR)	Unit Price (\$/per Hour)	Bid Amount = Est. Qty. x Unit Price
Closed Circuit Television Services – Equipment & Operator Regular Work Hours	300 hours	\$	\$
Closed Circuit Television Services – Equipment & Operator Outside of Regular Work Hours	100 hours	\$	\$
Vacuum Truck and Operator Regular Work Hours	300 hours	\$	\$
Vacuum Truck and Operator Outside of Regular Work Hours	50 hours	\$	\$
Total Bid			\$

*The total bid will be used as the basis for determining the original Contract amount. The MaineDOT does not guarantee the use of any or all of the Contract amount. For further detail, refer to Measurement and Payment in Appendix A.*

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.

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.

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:

Brian Haynes Region 3, Transportation Operations Manager  
Maine Department of Transportation  
932 US Rt 2 East, Wilton, Maine 04294  
Telephone: (207) 441-1729

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.

**Scope and Specifications of Work to be Performed**

This Work shall consist of performing fiber optic camera work, emergency obstruction removal, and clearing of connector culverts and/or catch basins in order to perform camera work. This work shall be scheduled and ordered by the MaineDOT on an as needed basis for the whole Region. When the MaineDOT notifies the Contractor of the work, the Department will identify the item, approximate hours and the scheduling requirements.

The Contractor shall transport the collected and vacuumed material to the nearest Region 3 MaineDOT facility or other facility required by MaineDOT. The Contractor shall dump material at these locations as directed by the MaineDOT.

The Contractor shall provide a video record (on USB flash drive) and a written report of findings (including the condition of system) for closed drainage systems inspected under this Contract. Where multiple catch basins are inspected as part of a system, the Contractor shall provide a map showing the catch basin locations and clearly identify the pipes which were inspected and the order in which they were inspected.

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

Illicit Discharge - If the Contractor encounters any condition that indicates the presence of non-storm water discharges as defined in MaineDOT Illicit Discharge Detection Policy, (<http://www.maine.gov/mdot/env/documents/2017REVISED PY4MS4report.pdf>) the Contractor shall notify the Department and document the observance on the Service Report. Conditions indicating the presence of non-allowable storm water discharges include, but are not limited to, the presence of suds or foam, or unexpected odor or color.

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.

Traffic Control will be supplied by MaineDOT.

### **Contractor Requirements**

- a. The Contractor shall be able to perform closed circuit television camera work in drainage systems as needed, as well as flushing and/or clearing obstructions in connector culverts in order to do such work for MaineDOT and in accordance with State of Maine rules, laws and regulations.
- b. The Vacuum truck shall have a minimum capacity of 1,000 Gallons of fresh water and 2,000 Gallon holding tank for waste.
- c. The Contractor shall possess appropriate valid transport license.
- d. The Contractor shall provide two or more contact numbers to the Department for notification that can be contacted 24 hours seven days a week.
- e. The Contractor shall be able to respond and have necessary personnel and equipment mobilized on site within 48 hours or less when MaineDOT has determined an emergency.
- f. The Contractor shall provide a push and pull fiber-optic camera capable of looking into drainage systems with pan and tilt.

### **Allowable Work Times**

The Contractor shall perform work during regular work hours, defined as Monday through Friday, 6:00AM through 4:30 PM except for they may not work on holidays as defined in Appendix B, nor government closure days unless otherwise requested and authorized by MaineDOT.

Fiber optic camera work will normally be performed during regular work hours defined above, however the Department may require fiber optic camera work to be done outside of regular work hours.

### **Contract Time**

This contract commences when executed and expires on December 31, 2023, unless extended under the terms of this contract. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to four (4) additional 1-year periods.

### **Method of Measurement**

Closed Circuit Television Services and Vacuum Truck and Operator, both within and outside of Regular Work Hours, will be measured by the actual hours Work performed to the nearest quarter hour. Time shall commence when the Contractor arrives at the first work site of the day. If the Work includes servicing multiple locations in one day, the time spent moving between locations will be measured for payment. Transport of collected materials to the disposal location determined by MaineDOT will be measured for payment.

### **Basis of Payment**

Accepted quantities will be paid for at unit price per hour which shall include full compensation for all reports, video (USB flash drive), equipment, labor, materials, and incidentals required. Mobilization and reports will not be paid for separately and shall be considered incidental to the per hour rate.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit invoices 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.

### **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.

### **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 provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- C. After work on assignment has commenced, fails to continuously work on assignment unless otherwise approved by the Department.
- D. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- E. 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.