

**SERVICE AND CONSTRUCTION**

**ROADSIDE MOWING**

**REGIONS 2 & 4  
STATE ROADS (ARTERIALS & COLLECTORS)**

**(NO PIN PROJECT)**

**2014**

## BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink. Bid must be made upon blank forms provided by the Department.
2. The following are to be completed and returned with the bid:
  - a. A copy of the Notice to Contractors
  - b. the completed Acknowledgement of Bid Amendments form
  - c. the completed Schedule of Items
  - d. two (2) copies of the completed and signed Contract for Roadside Mowing of State Roads (Arterials & Collectors) in Regions 2 & 4 form
  - e. The completed Contractor Information Sheet
  - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title: Roadside Mowing Arterial & Collectors

Regions: 2 & 4

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

Title: Roadside Mowing Arterial & Collectors

Regions: 2 & 4

Date of Bid Opening:

Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

Title: Roadside Mowing Arterial & Collectors

Regions: 2 & 4

Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

# **MAINTENANCE & OPERATIONS**

## **STATE PROJECT**

5. If a Bidder needs assistance or clearer understanding of what needs to be submitted or included in their Bid Documents they may contact Robert Moosmann at (207)624-3600. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or David Venner at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

# NOTICE

## Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions and comments concerning specific Contracts that have been advertised for Bid may be submitted by e-mail, fax or regular mail. Questions are to be faxed to the number listed in the Notice to Contractors. Questions submitted by e-mail are to be sent to [Maintenance.MaineDOT@maine.gov](mailto:Maintenance.MaineDOT@maine.gov) referencing the Contract Name in the subject line. Mail should be directed to Maine Department of Transportation, Attn.: Gail Iler, MaineDOT, 16 State House Station, Augusta, ME 04333-0016. These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.



## **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: \_\_\_\_\_

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Name and Title Printed)**

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Roadside Mowing – Arterials & Collectors in Regions 2 & 4" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on Wednesday May 28, 2014 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Roadside Mowing of State Arterials and Collectors

Location: Regions 2 & 4, work is to be performed on various routes as listed in the Mow Route Tables in Appendix A

Outline of Work: Mowing Roadside areas of Arterial and Collector Roads and other incidental work.

**A Bidder is not required to bid all Regions or Areas, but may bid on one or more Regions or Areas.**

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Gail Iler at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Offices in Augusta and Bangor. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m., or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

**There will be no bid bonds, performance bonds or payment bond required.**

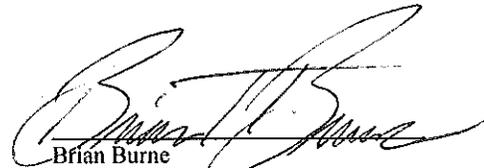
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine  
May 7, 2014

  
Brian Burne  
Highway Maintenance Engineer

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

**CONTRACTOR**

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of authorized representative

\_\_\_\_\_ (Name and Title Printed)

## SCHEDULE OF ITEMS

### Arterial & Collector Road Mowing in Regions 2 & 4 Maine Department of Transportation

**The Department will reject bids if any one of the following occurs:**

- a) 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,
- b) the Bid is not signed
- c) the unit price/lump sum price for any item is not provided or is unreadable
- d) the Bid contains any handwritten changes to the bid documents such as: additional charges for transportation, supplemental fees or surcharges

**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.**

Bidders are not required to Bid on all Regions, and may Bid on one or more Regions. Bidders are not required to Bid on all Areas within a Region and may Bid on one or more Areas. Bidders are required to quote a uniform Cost per Center Line Mile (CLM) for all Roadside Mowing in a given Area. Contractors that choose to Bid on more than one Area may Bid a different Cost per Center Line Mile for each separate Area Bid. Refer to Mow Route Tables in Appendix A (pages 2-9) for details on specific Routes in each Area. All roads are to be mowed in accordance with Special Provisions (pages 11 and 12) of Appendix A.

**Region 2, Area 2**

Item	Description	Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
1	Mowing Roadsides in Area 2 of Region 2	274.10	CLM	\$	\$

**Region 2, Area 3**

Item	Description	Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
1	Mowing Roadsides in Area 3 of Region 2	429	CLM	\$	\$

**Region 2, Area 4**

Item	Description	Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
1	Mowing Roadsides in Area 4 of Region 2	392.45	CLM	\$	\$

**Region 4, Bangor Crew Area**

Item	Description	Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
1	Mowing Roadsides in Region 4 Bangor Crew Area	126.08	CLM	\$	\$

**Region 4, Plymouth Crew Area**

Item	Description	Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
1	Mowing Roadsides in Region 4 Plymouth Crew Area	157.54	CLM	\$	\$

**MAINE DEPARTMENT OF TRANSPORTATION CONTRACT FOR  
ROADSIDE MOWING  
OF STATE ROADS (ARTERIALS & COLLECTORS)  
IN REGIONS 2 & 4**

This CONTRACT is made, by and between the State of Maine, acting through and by its Department of Transportation (“**Department**” or “**MaineDOT**”), an agency of state government with its principal administrative offices located at 24 Child Street, Augusta, Maine, and \_\_\_\_\_ (“**Contractor**”), a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

The Department and the Contractor, in consideration of the terms set forth in this Agreement (the “**Contract**”), hereby agree as follows:

The following attachment is hereby incorporated into this Contract by reference:

**Appendix A –Scope of Work, Measurement and Payment & Special Provisions**

The Contractor will perform the Work described herein in accordance with the terms and conditions of this Contract, for each Area in Region 2 awarded to the Contractor, for Roadside Mowing of State Roads (Arterials & Collectors) in the counties of Kennebec, Androscoggin, Lincoln, Knox, and Waldo, Maine; and for each Crew Area in Region 4 awarded to the Contractor, for Roadside Mowing of State Roads (Arterials & Collectors) in the counties of Somerset and Penobscot, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and services required to perform the Work, and performing all other Work indicated in the Contract.

**Time.** The Contractor agrees to complete all Work within the dates set forth in Appendix A – Scope of Work. All work under this contract may commence upon contract execution or by the start date as outlined of June 2, 2014 whichever is later. This Contract expires on April 1, 2015. 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 three (3) additional years.

**Price.** The quantities and prices given in the Schedule of Items of the Bid Documents will be used as the basis for determining the Award for each Crew Area and will be used as the basis for determining the original Contract amount. The Maine DOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the unit prices bid.

**Changes in the Work.** The Department shall have the right to alter the order or quantity of roads assigned and the nature and extent of the Work as provided in the Contract. In no event shall the Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any

changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

**Insurance Requirements.** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Certificates of Insurance shall be provided to the MaineDOT prior to execution of the Contract and on an annual basis for the duration of the contract period. The maximum deductible for any type of insurance required shall not exceed \$10,000. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations.

Additional Insured. The Department shall be listed as an additional insured on Commercial General Liability insurance policies carried by both the Contractor and Sub-contractor(s) that are applicable to the Work.

Commercial General Liability Insurance. The Contractor and any subcontractors shall purchase and maintain Commercial General Liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract.

Automobile Liability. The Contractor and Sub-contractors shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Work. The minimum limit of liability under this Section shall be \$400,000.00 per occurrence.

Workers' Compensation. The Contractor and Sub-contractor(s) shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

**Termination and Failure to Perform.** The Department may terminate this Contract with or without cause upon 7 days written notice. If the Contractor is unable to complete or perform the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices. In addition 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.

**Severability.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions and this Contract.

**Independent Capacity.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers, employees or agents of the State.

**Employment and Personnel.** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Contract, any other personnel who are or have been at any time during the period of this Contract in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor.

**Subcontracts.** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the Work pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract. The Department may require the Contractor to submit backup documentation including copies of invoices and itemized payments to Subcontractors.

**Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement; The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

**Workers and Equipment.** The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

If MaineDOT finds either the equipment or the operator to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the work schedule. Any person employed by the Contractor who, in the opinion of the Department, is intemperate or disorderly, or jeopardizes safety of any person or the Work, shall be removed immediately by the Contractor employing such person without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should

the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Department may suspend the Work by written notice until such orders are complied with. If Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire a new Contractor to complete the work.

**Equal Employment Opportunity Requirements.** The Contractor agrees to comply with all applicable equal employment opportunity requirements as follows:

1. During the performance of any work undertaken pursuant to this Contract, the Contractor shall not discriminate against any employee or applicant for employment relating specifically to any work under this Contract because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that all such applicants are employed and all such employees are treated without regard to their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this Contract. Such action shall include, but not necessarily be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The Contractor shall post, or cause to be posted, in a prominent manner in conspicuous places readily available to all employees and applicants for such employment hereunder, notices setting forth the provisions of this paragraph.
2. In all solicitations or advertising for employees placed by or on behalf of the Contractor relating specifically to any work undertaken pursuant to this Contract, the Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
3. The Contractor shall send to each labor union or representative of any of its employees covered by a collective bargaining agreement or any other contract or understanding under which any labor, work or services are to be furnished towards the Contractor under terms of this Contract, a notice advising all such labor unions or representatives of employees of the Contractor's commitment under this Article and shall post copies of such notice prominently in conspicuous places readily available to all such employees and applicants for employment.
4. The Contractor shall cause all of the foregoing equal employment opportunity provisions under this Article to be included in any contract for services or work undertaken pursuant to this Contract in such a manner that such provisions shall be binding upon each consultant except that the foregoing provisions shall not apply to any contract for the purchase of or the supply of standard commercial supplies or raw materials. To the maximum extent feasible, the Contractor or any of its consultants shall list all suitable employment openings with the Maine Job Service. This provision shall not apply to employment openings which the Contractor or any of its consultants propose to fill from

within their own organization. The listing of such openings with the Maine Job Service shall involve only the normal obligations which pertain thereto.

**Responsibility for Property of Others.** The Contractor shall, at its expense, be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor. The preceding sentence includes damage to vehicles passing through the Work area. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage.

**Governing Law and Requirements.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and the State of Maine. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

**Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

**Entire Contract.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law. This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002, Sections 101, 102, 103 & 111 and this agreement will be governed by the documents listed above. This document cannot be changed except through the execution of a written modification.

**Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in these Contract documents are complete and accurate as of the date of this Contract.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of this Contract.
4. Neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State or local agency.

**Offer & Agreement.** The Contractor agrees to supply all the supervision, labor, equipment, tools and services required to perform the Work perform the Work required in accordance with the terms and conditions of this Contract at the unit prices provided in the Schedule of Items.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute a minimum of two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents. This document becomes effective on the date last signed by MaineDOT.

**CONTRACTOR** \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name and Title Printed)  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Award.** Your offer is hereby accepted for (see checked boxes):

**ROADSIDE MOWING OF STATE ROADS (ARTERIALS & COLLECTORS)**

- Region 2:     Area Two  
               Area Three  
               Area Four
- Region 4:     Bangor Crew Area  
               Plymouth Crew Area

The contract amount is \_\_\_\_\_.

This award consummates the Contract, and the documents referenced herein.

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name and Title Printed)

**MAINE DEPARTMENT OF TRANSPORTATION CONTRACT FOR  
ROADSIDE MOWING  
OF STATE ROADS (ARTERIALS & COLLECTORS)  
IN REGIONS 2 & 4**

This CONTRACT is made, by and between the State of Maine, acting through and by its Department of Transportation (“**Department**” or “**MaineDOT**”), an agency of state government with its principal administrative offices located at 24 Child Street, Augusta, Maine, and \_\_\_\_\_ (“**Contractor**”), a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

The Department and the Contractor, in consideration of the terms set forth in this Agreement (the “**Contract**”), hereby agree as follows:

The following attachment is hereby incorporated into this Contract by reference:

**Appendix A –Scope of Work, Measurement and Payment & Special Provisions**

The Contractor will perform the Work described herein in accordance with the terms and conditions of this Contract, for each Area in Region 2 awarded to the Contractor, for Roadside Mowing of State Roads (Arterials & Collectors) in the counties of Kennebec, Androscoggin, Lincoln, Knox, and Waldo, Maine; or for each Crew Area in Region 4 awarded to the Contractor, for Roadside Mowing of State Roads (Arterials & Collectors) in the counties of Somerset and Penobscot, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and services required to perform the Work, and performing all other Work indicated in the Contract.

**Time.** The Contractor agrees to complete all Work within the dates set forth in Appendix A – Scope of Work. All work under this contract may commence upon contract execution or by the start date as outlined of June 2, 2014 whichever is later. This Contract expires on April 1, 2015. 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 three (3) additional years.

**Price.** The quantities and prices given in the Schedule of Items of the Bid Documents will be used as the basis for determining the Award for each Crew Area and will be used as the basis for determining the original Contract amount. The Maine DOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the unit prices bid.

**Changes in the Work.** The Department shall have the right to alter the order or quantity of roads assigned and the nature and extent of the Work as provided in the Contract. In no event shall the Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any

changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

**Insurance Requirements.** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Certificates of Insurance shall be provided to the MaineDOT prior to execution of the Contract and on an annual basis for the duration of the contract period. The maximum deductible for any type of insurance required shall not exceed \$10,000. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations.

Additional Insured. The Department shall be listed as an additional insured on Commercial General Liability insurance policies carried by both the Contractor and Sub-contractor(s) that are applicable to the Work.

Commercial General Liability Insurance. The Contractor and any subcontractors shall purchase and maintain Commercial General Liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract.

Automobile Liability. The Contractor and Sub-contractors shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Work. The minimum limit of liability under this Section shall be \$400,000.00 per occurrence.

Workers' Compensation. The Contractor and Sub-contractor(s) shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

**Termination and Failure to Perform.** The Department may terminate this Contract with or without cause upon 7 days written notice. If the Contractor is unable to complete or perform the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices. In addition 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.

**Severability.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions and this Contract.

**Independent Capacity.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers, employees or agents of the State.

**Employment and Personnel.** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Contract, any other personnel who are or have been at any time during the period of this Contract in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor.

**Subcontracts.** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the Work pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract. The Department may require the Contractor to submit backup documentation including copies of invoices and itemized payments to Subcontractors.

**Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement; The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

**Workers and Equipment.** The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

If MaineDOT finds either the equipment or the operator to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the work schedule. Any person employed by the Contractor who, in the opinion of the Department, is intemperate or disorderly, or jeopardizes safety of any person or the Work, shall be removed immediately by the Contractor employing such person without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should

the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Department may suspend the Work by written notice until such orders are complied with. If Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire a new Contractor to complete the work.

**Equal Employment Opportunity Requirements.** The Contractor agrees to comply with all applicable equal employment opportunity requirements as follows:

2. During the performance of any work undertaken pursuant to this Contract, the Contractor shall not discriminate against any employee or applicant for employment relating specifically to any work under this Contract because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that all such applicants are employed and all such employees are treated without regard to their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this Contract. Such action shall include, but not necessarily be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The Contractor shall post, or cause to be posted, in a prominent manner in conspicuous places readily available to all employees and applicants for such employment hereunder, notices setting forth the provisions of this paragraph.
5. In all solicitations or advertising for employees placed by or on behalf of the Contractor relating specifically to any work undertaken pursuant to this Contract, the Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
6. The Contractor shall send to each labor union or representative of any of its employees covered by a collective bargaining agreement or any other contract or understanding under which any labor, work or services are to be furnished towards the Contractor under terms of this Contract, a notice advising all such labor unions or representatives of employees of the Contractor's commitment under this Article and shall post copies of such notice prominently in conspicuous places readily available to all such employees and applicants for employment.
7. The Contractor shall cause all of the foregoing equal employment opportunity provisions under this Article to be included in any contract for services or work undertaken pursuant to this Contract in such a manner that such provisions shall be binding upon each consultant except that the foregoing provisions shall not apply to any contract for the purchase of or the supply of standard commercial supplies or raw materials. To the maximum extent feasible, the Contractor or any of its consultants shall list all suitable employment openings with the Maine Job Service. This provision shall not apply to employment openings which the Contractor or any of its consultants propose to fill from

within their own organization. The listing of such openings with the Maine Job Service shall involve only the normal obligations which pertain thereto.

**Responsibility for Property of Others.** The Contractor shall, at its expense, be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor. The preceding sentence includes damage to vehicles passing through the Work area. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage.

**Governing Law and Requirements.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and the State of Maine. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

**Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

**Entire Contract.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law. This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002, Sections 101, 102, 103 & 111 and this agreement will be governed by the documents listed above. This document cannot be changed except through the execution of a written modification.

**Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:

5. All of the statements, representations, covenants, and/or certifications required or set forth in these Contract documents are complete and accurate as of the date of this Contract.
6. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

7. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of this Contract.
8. Neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State or local agency.

**Offer & Agreement.** The Contractor agrees to supply all the supervision, labor, equipment, tools and services required to perform the Work perform the Work required in accordance with the terms and conditions of this Contract at the unit prices provided in the Schedule of Items.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute a minimum of two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents. This document becomes effective on the date last signed by MaineDOT.

**CONTRACTOR** \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name and Title Printed)  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Award.** Your offer is hereby accepted for (see checked boxes):

**ROADSIDE MOWING OF STATE ROADS (ARTERIALS & COLLECTORS)**

- Region 2:     Area Two  
               Area Three  
               Area Four
- Region 4:     Bangor Crew Area  
               Plymouth Crew Area

The contract amount is \_\_\_\_\_.

This award consummates the Contract, and the documents referenced herein.

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name and Title Printed)

**MAINE DEPARTMENT OF TRANSPORTATION CONTRACT FOR  
ROADSIDE MOWING  
OF STATE ROADS (ARTERIALS & COLLECTORS)  
IN REGIONS 2 & 4**

This CONTRACT is made, by and between the State of Maine, acting through and by its Department of Transportation (“**Department**” or “**MaineDOT**”), an agency of state government with its principal administrative offices located at 24 Child Street, Augusta, Maine, and **ABC COMPANY** (“**Contractor**”), a corporation or other legal entity organized under the laws of the State of **MAINE**, with its principal place of business located at **123 ANY STREET, TOWN, ME 00000**.

The Department and the Contractor, in consideration of the terms set forth in this Agreement (the “**Contract**”), hereby agree as follows:

The following attachment is hereby incorporated into this Contract by reference:

**Appendix A – Scope of Work, Measurement and Payment & Special Provisions**

The Contractor will perform the Work described herein in accordance with the terms and conditions of this Contract, for each Area in Region 2 awarded to the Contractor, for Roadside Mowing of State Roads (Arterials & Collectors) in the counties of Kennebec, Androscoggin, Lincoln, Knox, and Waldo, Maine; or for each Crew Area in Region 4 awarded to the Contractor, for Roadside Mowing of State Roads (Arterials & Collectors) in the counties of Somerset and Penobscot, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and services required to perform the Work, and performing all other Work indicated in the Contract.

**Time.** The Contractor agrees to complete all Work within the dates set forth in Appendix A – Scope of Work. All work under this contract may commence upon contract execution or by the start date as outlined of June 2, 2014 whichever is later. This Contract expires on April 1, 2015. 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 three (3) additional years.

**Price.** The quantities and prices given in the Schedule of Items of the Bid Documents will be used as the basis for determining the Award for each Crew Area and will be used as the basis for determining the original Contract amount. The Maine DOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the unit prices bid.

**Changes in the Work.** The Department shall have the right to alter the order or quantity of roads assigned and the nature and extent of the Work as provided in the Contract. In no event shall the Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any

changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

**Insurance Requirements.** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Certificates of Insurance shall be provided to the MaineDOT prior to execution of the Contract and on an annual basis for the duration of the contract period. The maximum deductible for any type of insurance required shall not exceed \$10,000. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations.

**Additional Insured.** The Department shall be listed as an additional insured on Commercial General Liability insurance policies carried by both the Contractor and Sub-contractor(s) that are applicable to the Work.

**Commercial General Liability Insurance.** The Contractor and any subcontractors shall purchase and maintain Commercial General Liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract.

**Automobile Liability.** The Contractor and Sub-contractors shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Work. The minimum limit of liability under this Section shall be \$400,000.00 per occurrence.

**Workers' Compensation.** The Contractor and Sub-contractor(s) shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

**Claims.** Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

**Termination and Failure to Perform.** The Department may terminate this Contract with or without cause upon 7 days written notice. If the Contractor is unable to complete or perform the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices. In addition 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.

**Severability.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions and this Contract.

**Independent Capacity.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers, employees or agents of the State.

**Employment and Personnel.** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Contract, any other personnel who are or have been at any time during the period of this Contract in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor.

**Subcontracts.** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the Work pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract. The Department may require the Contractor to submit backup documentation including copies of invoices and itemized payments to Subcontractors.

**Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement; The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

**Workers and Equipment.** The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

If MaineDOT finds either the equipment or the operator to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the work schedule. Any person employed by the Contractor who, in the opinion of the Department, is intemperate or disorderly, or jeopardizes safety of any person or the Work, shall be removed immediately by the Contractor employing such person without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should

the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Department may suspend the Work by written notice until such orders are complied with. If Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire a new Contractor to complete the work.

**Equal Employment Opportunity Requirements.** The Contractor agrees to comply with all applicable equal employment opportunity requirements as follows:

3. During the performance of any work undertaken pursuant to this Contract, the Contractor shall not discriminate against any employee or applicant for employment relating specifically to any work under this Contract because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that all such applicants are employed and all such employees are treated without regard to their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this Contract. Such action shall include, but not necessarily be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The Contractor shall post, or cause to be posted, in a prominent manner in conspicuous places readily available to all employees and applicants for such employment hereunder, notices setting forth the provisions of this paragraph.
8. In all solicitations or advertising for employees placed by or on behalf of the Contractor relating specifically to any work undertaken pursuant to this Contract, the Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
9. The Contractor shall send to each labor union or representative of any of its employees covered by a collective bargaining agreement or any other contract or understanding under which any labor work or services are to be furnished towards the Contractor under terms of this Contract, a notice advising all such labor unions or representatives of employees of the Contractor's commitment under this Article and shall post copies of such notice prominently in conspicuous places readily available to all such employees and applicants for employment.
10. The Contractor shall cause all of the foregoing equal employment opportunity provisions under this Article to be included in any contract for services or work undertaken pursuant to this Contract in such a manner that such provisions shall be binding upon each consultant except that the foregoing provisions shall not apply to any contract for the purchase of or the supply of standard commercial supplies or raw materials. To the maximum extent feasible, the Contractor or any of its consultants shall list all suitable employment openings with the Maine Job Service. This provision shall not apply to employment openings which the Contractor or any of its consultants propose to fill from

within their own organization. The listing of such openings with the Maine Job Service shall involve only the normal obligations which pertain thereto.

**Responsibility for Property of Others.** The Contractor shall, at its expense, be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor. The preceding sentence includes damage to vehicles passing through the Work area. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage.

**Governing Law and Requirements.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and the State of Maine. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

**Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

**Entire Contract.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law. This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002, Sections 101, 102, 103 & 111 and this agreement will be governed by the documents listed above. This document cannot be changed except through the execution of a written modification.

**Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief

9. All of the statements, representations, covenants, and/or certifications required or set forth in these Contract documents are complete and accurate as of the date of this Contract.
10. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

- 11. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of this Contract.
- 12. Neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State or local agency.

**Offer & Agreement.** The Contractor agrees to supply all the supervision, labor, equipment, tools and services required to perform the Work perform the Work required in accordance with the terms and conditions of this Contract at the unit prices provided in the Schedule of Items.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute a minimum of two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents. This document becomes effective on the date last signed by MaineDOT.

CONTRACTOR (SIGN NAME HERE) Date (00/00/20XX)  
(Signature)  
(PRINT NAME HERE)  
(Name and Title Printed)  
Phone: 000-000-0000  
E-mail: (PRINT EMAIL ADDRESS HERE)

**Award.** Your offer is hereby accepted for (see checked boxes):

**ROADSIDE MOWING OF STATE ROADS (ARTERIALS & COLLECTORS)**

- Region 2:  Area Two  
 Area Three  
 Area Four
- Region 4:  Bangor Crew Area  
 Plymouth Crew Area

The contract amount is \_\_\_\_\_.

This award consummates the Contract, and the documents referenced herein.

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date (Signature)  
\_\_\_\_\_  
(Name and Title Printed)

**APPENDIX A**  
**Scope of Work, Measurement and Payment & Special**  
**Provisions**

**NOTICE**

Bidders:

In the event a Bidder would like to meet with a Department representative to assist with paperwork, assembling all required Bid Documents, and putting together the Bid Package, appointments to meet with department staff may be scheduled by contacting Robert Moosmann or Sharon Krechkin at (207) 624-3600 to request an appointment.

**MOW ROUTE TABLES FOR ARTERIAL & COLLECTOR ROAD MOWING IN REGIONS 2 & 4**

**REGION 2, AREA TWO**

<b>AREA</b>	<b>ROUTE NAME</b>	<b>RTE CODE</b>	<b>BEGIN TOWN</b>	<b>END TOWN</b>	<b>LENGTH</b>	<b>DESCRIPTION</b>
2	State Route 8	0008X	Augusta	Smithfield	16.21	Augusta Compact to Rt 137
2	State Route 11	0011X	Belgrade	Oakland	4.65	Rt 8 to Summer St
2	State Route 11	0011X	Oakland	Oakland	1	Rt 137 to Country Club Rd
2	State Route 17	0017X	Manchester	Readfield	10.05	Myrtle St to Readfield/Fayette TL
2	State Route 23	0023X	Sidney	Oakland	10.67	Rt 27 to Middle Rd
2	State Route 23	0023X	Oakland	Oakland	8.21	Municipal Dr to Rt 201
2	State Route 23	0023X	Fairfield	Clinton	3.16	Rt 201 to Canaan TL
2	State Route 27	0027X	Belgrade	Rome	10.99	Rt 8 to New Sharon TL
2	State Route 41	0041X	Winthrop	Readfield	5.94	Main Street to Rt 17
2	State Route 41	0041X	Readfield	Mt Vernon	8.99	Rt 17 to Vienna TL
2	State Route 104	0104X	Augusta	Waterville	6.48	Patrick Street to Recreation Drive
2	State Route 104	0104X	Waterville	Fairfield	8.09	Waterville TL to Skowhegan TL
2	State Route 106	0106X	Leeds	Leeds	11.79	Rt 202 to Rt Livermore Falls TL
2	State Route 132	0132X	Wales	Monmouth	9.85	Sabattus TL to US Rt 202
2	State Route 133	0133X	Winthrop	Wayne	8.02	Rt 41 to Livermore Falls TL
2	State Route 135	0135X	Monmouth	Winthrop	9.66	Rt 132 to Rt 202
2	State Route 135	0135X	Winthrop	Readfield	3.16	Rt 202 to Rt 17
2	State Route 135	0135X	Readfield	Belgrade	9.51	Rt 17 to Rt 27
2	State Route 137	0137X	Oakland	Smithfield	4.27	Gage Rd to Smithfield TL
2	State Route 139	0139X	Fairfield	Fairfield	1.78	Sheridan Dr to Rt 104
2	State Route 139	0139X	Fairfield	Fairfield	4.5	Rt 104 to Norridgewock TL
2	US Route 201	0201X	Fairfield	Skowhegan	6.08	Scott Ave to Skowhegan TL
2	US Route 202	0202X	Greene	Manchester	22.72	Lewiston TL to Augusta TL
2	State Route 219	0219X	Leeds	Leeds	1.84	River Rd to Rt 106
2	State Route 219	0219X	Leeds	Wayne	2.8	Rt 106 to Rt 133
2	State Route 225	0225X	Rome	Rome	4.93	Rt 27 to Smithfield TL
2	Allen Pond Rd	C4210	Greene	Greene	5.96	Rt 202 to Church Hill Rd

2	Middle Rd	C422L	Augusta	Oakland	11.19	Compact to Rt 23
2	Leeds Junction Rd	C422O	Wales	Leeds	2.87	Rt 132 to Rt 202
2	Lyons Rd	C423L	Sidney	Sidney	1.8	Middle Rd to Rt 104
2	Webb Rd	C424L	Oakland	Waterville	2.08	Rt 23 to Mitchell Rd
2	Sawyer Rd	C424O	Greene	Greene	5.46	Rt 202 to Lewiston TL
2	Cobbosseecontee Rd	C431L	Monmouth	Litchfield	6.02	Rt 132 to Hallowell Rd
2	North Rd	C433L	Readfield	Mt Vernon	10.19	Rt 17 to Rt 41
2	Belgrade Rd	C434L	Mt Vernon	Belgrade	6.62	North Rd to Rt 27
2	Neck Rd	C445L	Litchfield	West Gardiner	8.42	Hallowell Rd to Rt 202
2	Witten Rd	C448L	Hallowell	Hallowell	0.41	Winthrop St to Augusta Compact
2	Benton Ave/River Rds	C524L	Winslow	Clinton	8.86	Winslow TL to Rt 23
2	Gogan Rd	C525L	Benton	Benton	1.9	Rt 139 to McCarthy Rd
2	Baker St/Hinkley Rds	C526L	Clinton	Clinton	6.97	Rt 100 to Rt 23
				<b>TOTAL</b>	<b>274.10</b>	<b>Center Line Miles (LENGTH)</b>

REGION 2, AREA THREE

AREA	ROUTE NAME	RTE CODE	BEGIN TOWN	END TOWN	LENGTH	DESCRIPTION
3	US Route 1A	0001A	Stockton Springs	Winterport	16.11	Rt 1 to Hampden TL
3	US Route 1	0001X	Belfast	Prospect	15.03	Belfast Compact to Rt 174
3	State Route 3	0003X	China	Belfast	30.71	Lakeview Drive to Belfast Compact
3	State Route 7	0007X	Belfast	Jackson	17.18	Doak Rd to Dixmont TL
3	State Route 11	0011X	Benton	Burnham	12.41	River Rd to Pittsfield TL
3	State Route 32	0032X	China	Winslow	10.56	Rt 202 to Veteran Drive
3	State Route 52	0052X	Lincolnville	Belfast	10.87	Rt 52 to Belfast Compact
3	State Route 69	0069X	Winterport	Winterport	5.75	Hampden TL to Rt 1A
3	State Route 100A	0100A	Winslow	Benton	3.35	Smiley Ave to Libby St
3	State Route 131	0131X	Searsport	Belmont	4.12	Rt 173 to Rt 3
3	State Route 131	0131X	Belmont	Swanville	15.56	Rt 3 to Rt 141
3	State Route 137	0137X	Belfast	Albion	19.9	Rt 7 to Rt 202
3	State Route 137	0137X	China	Winslow	6.16	Rt 202 to Rt 201
3	State Route 139	0139X	Winterport	Unity	28.63	Rt 69 to Rt 202
3	State Route 139	0139X	Unity	Benton	11.72	Rt 202 to Rt 100
3	State Route 141	0141X	Belfast	Monroe	10.91	Belfast Compact to Rt 139
3	State Route 173	0173X	Searsport	Searsport	1.71	Howard Rd (C343M) to Rt 131
3	State Route 173	0173X	Searsport	Liberty	7.14	Rt 131 to Rt 220
3	State Route 174	0174X	Prospect	Prospect	3.8	Rt 1A to of Rt 1
3	US Route 201	0201X	Vassalboro	Winslow	11.06	Augusta TL to Winslow Compact
3	US Route 202	0202X	Augusta	Troy	39.85	Church Hill Rd to Dixmont TL
3	State Route 220	0220X	Liberty	Thorndike	15.78	Rt 173 to Rt 139
3	State Route 220	0220X	Unity	Unity	0.45	Rt 139 to Rt 202
3	State Route 220	0220X	Troy	Troy	5.09	Rt 202 to Detroit TL
3	Webb Rd	C312M	Knox	Brooks	4.02	Rt 137 to Rt 139
3	Rogers Rd	C315M	Troy	Troy	1.64	Rt 202 to Rt 220
3	Freedom Pond Rd	C319M	Montville	Freedom	1.96	Rt 220 to Rt 137
3	Loggin Rd	C322M	Frankfort	Frankfort	4.1	Rt 139 to Rt 1A
3	Mt Ephraim Rd	C323M	Searsport	Frankfort	11.46	Goodell St to Loggin Rd

3	State Park Rd	C324M	Swanville	Swanville	1.28	Rt 141 to West Park Lane
3	Fort Point Rd	C325M	Stockton Springs	Stockton Springs	2.49	Lighthouse Rd to Rt 1
3	North Searsport Rd	C326M	Searsport	Prospect	5.16	Mt.Ephraim Rd to Rt 1A
3	Eastside Lake Rd	C327M	Swanville	Searsport	3.25	Rt 141 to Int. Mt.Ephraim Rd
3	North Palermo Rd	C341M	Palermo	Freedom	11.21	Branch Mills Rd to Rt 137
3	Higgins Hill Rd	C342M	Morrill	Morrill	2.37	Rt 3 to Rt 131
3	Lincolnville Rd	C343M	Searsport	Belmont	2.69	Rt 173 to Searsport Rd
3	Poors Mills Rd	C344M	Morrill	Belfast	5.87	Rt 131 to Belfast Compact
3	New England Rd	C345M	Searsport	Searsport	3.55	Rt 3 to Rt 131
3	Trues Pond Rd	C346M	Liberty	Montville	1.79	Rt 173 to Rt 3
3	Prairie Rd	C395M	Unity	Unity	1.67	Rt 139 to Burnham TL
3	Branch Mills Rd	C396M	Palermo	Palermo	0.97	Rt 3 to China TL
3	Albion Rd	C397M	Freedom	Freedom	0.6	Albion TL to N Palermo Rd
3	Burnham Rd	C398M	Troy	Troy	1.07	Burnham TL to Rt 220
3	Back Winterport Cove Rd	C399M	Winterport	Winterport	2.36	Hampden TL to Rt 1A
3	Troy Rd	C511L	Burnham	Burnham	6.08	Rt 100 to Troy TL
3	South Horseback Rd	C512L	Burnham	Burnham	3.99	Unity TL to Troy Rd
3	Garland Falls Rds	C521L	Winslow	Benton	5.02	Winslow Compact to Rt 139
3	Winslow/Albion Rds	C522L	Winslow	Albion	7.56	Garland Rd to Rt 202
3	Albion/Benton Rds	C523L	Benton	Albion	7.05	Garland Rd to Rt 202
3	Hussey Rd	C531L	Albion	Albion	4.15	Freedom TL to Rt 202
3	Webber Pond Rd	C533L	Vassalboro	China	14.29	Rt 201 to Rt 202
3	Oak Grove Rd	C534L	Vassalboro	Vassalboro	3.13	Rt 201 to Rt 3
3	Alder Park Rd	C535L	China	China	1.76	Rt 3 to Rt 202
3	Sears Island Rd	D252M	Searsport	Searsport	2.61	Gate to Rt 1
				<b>TOTAL</b>	<b>429</b>	<b>Center Line Miles (LENGTH)</b>

**REGION 2, AREA FOUR**

<b>AREA</b>	<b>ROUTE NAME</b>	<b>RTE CODE</b>	<b>BEGIN TOWN</b>	<b>END TOWN</b>	<b>LENGTH</b>	<b>DESCRIPTION</b>
4	US Route 1	0001X	Newcastle	Thomaston	20.42	Rt 215 to Rt 131
4	State Route 9	0009X	Randolph	Chelsea	4.54	Rt 27 to Augusta TL
4	State Route 17	0017X	Rockland	Augusta	38.52	Rockland to Augusta Compacts
4	State Route 32	0032X	Waldoboro	Waldoboro	14.22	Rt 1 to Rt 17
4	State Route 32	0032X	Windsor	China	8.54	Rt 17 to Rt 202
4	State Route 52	0052X	Camden	Lincolnville	5.4	Gould St to Rt 173
4	State Route 73	0073X	Owls Head	Saint George	8.83	N Shore Dr to Rt 131
4	State Route 90	0090X	Warren	Rockport	8.08	Rt 1 to Rt 17
4	State Route 97	0097X	Warren	Friendship	9.53	Rt 1 to Rt 220
4	State Route 105	0105X	Augusta	Camden	44.88	Church Hill Rd to Mt Battie St
4	State Route 126	0126X	Pittston	Jefferson	15.57	Rt 27 to Rt 32
4	State Route 126	0126X	Jefferson	Washington	4.71	Rt 32 to Rt 220
4	State Route 131	0131X	Saint George	Thomaston	14.12	The ocean to Rt 1
4	State Route 131	0131X	Thomaston	Union	10.43	Rt 1 to Rt 17
4	State Route 131	0131X	Union	Appleton	3.24	Rt 17 to Burketville Rd
4	State Route 131	0131X	Appleton	Searmont	3.44	Rt 105 to Rt 173
4	State Route 173	0173X	Lincolnville	Lincolnville	5.14	Rt 1 to Rt 52
4	State Route 173	0173X	Lincolnville	Searmont	5.13	Rt 52 to Howard Rd (C343M)
4	State Route 194	0194X	Pittston	Newcastle	16.55	Rt 27 to Rt 215
4	State Route 206	0206X	Washington	Washington	1.57	Rt 17 to Rt 105
4	State Route 213	0213X	Newcastle	Jefferson	9.26	Rt 215 to Rt 126
4	State Route 215	0215X	Newcastle	Jefferson	12.84	Rt 215 S to Rt 126
4	State Route 215	0215X	Jefferson	Jefferson	2.49	Rt 126 to Rt 32
4	State Route 218	0218X	Aina	Whitefield	4.47	Head Tide Rd to Rt 194
4	State Route 218	0218X	Whitefield	Whitefield	4.37	Rt 194 to Rt 126
4	State Route 218	0218X	Whitefield	Whitefield	3.09	Rt 126 to Rt 17
4	State Route 220	0220X	Friendship	Washington	22.26	Rt 97 to Razorville Rd
4	State Route 220	0220X	Liberty	Liberty	5.84	Rt 105 to Rt 173
4	State Route 226	0226X	Randolph	Chelsea	5.5	Rt 27 to Rt 17

4	State Route 235	0235X	Waldoboro	Union	9.38	Rt 1 to Rt 17
4	State Route 235	0235X	Union	Hope	7.02	Rt 17 to Rt 105
4	State Route 235	0235X	Hope	Lincolnville	3.01	Rt 105 to Rt 52
4	Turner Ridge Rd	C411M	Somerville	Palermo	5.57	Rt 105 to Rt 3
4	Barnstown Rd	C422M	Hope	Camden	7.02	Rt 235 to Rt 1
4	S. Shore Dr	C424M	Owls Head	Owls Head	4.9	Ash Point Dr to Ashpoint Dr
4	Buttermilk Lane	C425M	S. Thomaston	Thomaston	2.71	Rt 73 to Rt 1
4	Dublin Rd.	C427M	S. Thomaston	Owls Head	4.01	Rt 73 to Rt 73
4	Wooton Mill Rd	C431M	Warren	Union	3.86	Rt 131 to Rt 17
4	Finn Town Rd	C434M	Waldoboro	Cushing	3.74	Rt 220 to Rt 97
4	Pleasant Pt. Rd	C435M	Cushing	Thomaston	10.44	Stones Pt Rd to Sunrise Terrace
4	Cross Rd	C461M	Cushing	Cushing	1.56	Rt 97 to Pleasant Pt Rd
4	Manktown Rd	C462M	Waldoboro	Waldoboro	3.03	Rt 1 to Rt 235
4	E. Pond Rd	C531M	Nobleboro	Jefferson	6.95	Rt 1 to Rt 32
4	Weeks Mills Rd	C532L	China	China	2.3	Dirigo Rd to Rt 32
4	Center St	C533M	Damariscotta	Nobleboro	2.74	Rt 1 to Rt 1
4	Old US Rt 1	D734M	Waldoboro	Waldoboro	1.23	Rt 1 to Rt 32
			<b>TOTAL</b>		<b>392.45</b>	<b>Center Line Miles (LENGTH)</b>

REGION 4, BANGOR CREW AREA

AREA	ROUTE NAME	RTE CODE	BEGIN TOWN	END TOWN	LENGTH	DESCRIPTION
Bangor	US Route 1A	0001A	Brewer	Holden	5.61	395/1A Ramp to Dedham TL
Bangor	US Route 2	0002X	Carmel	Hermon	11.71	Damascus Road to Bangor TL
Bangor	US Route 2	0002X	Veazie	Veazie	1.87	Mt Hope Ave to Orono TL
Bangor	State Route 9	0009X	Eddington	Clifton	8.68	Brewer TL to Scotts Point Rd
Bangor	State Route 16	0016X	Alton	Old Town	7.98	Tannery Road to Compact
Bangor	State Route 43	0043X	Hudson	Old Town	9.28	Tannery Road to Compact
Bangor	State Route 46	0046X	Holden	Eddington	4.88	1A to Rt 9 Eddington
Bangor	State Route 69	0069X	Hampden	Hampden	1.15	Kennebec Rd to Winterport TL
Bangor	State Route 178	0178X	Eddington	Milford	9.22	Rt 9 to Rt 2
Bangor	State Route 222	0222X	Levant	Bangor	9.82	Stetson Road to Compact
Bangor	Avenue Rd	C524K	Exeter	Exeter	1.29	Stetson Rd To Avenue Rd Ext.
Bangor	Avenue, Stetson Rds	C524K	Levant	Kenduskeag	7.05	Corinth TL to Rt 15
Bangor	Wing Rd	C527K	Hermon	Levant	2.8	Fuller Road to Rt 222
Bangor	Levant, Kenduskeag Rds	C527K	Levant	Kenduskeag	3.86	Rt 222 to Stetson Rd
Bangor	Fuller Rd	C528K	Hermon	Hermon	1.98	Annis Rd to Billings Rd
Bangor	Billings Rd	C529K	Hermon	Hermon	3.3	Rt 2 to Rt 222
Bangor	Kennebec Rd	C530K	Hampden	Hampden	5.79	Rt69 to 1A
Bangor	Coldbrook Rd	C531K	Hampden	Hermon	3.77	Rt 202 to Rt 2
Bangor	Orono Rd, Forrest Ave	C532K	Glenburn	Orono	6.23	Pushaw Rd to I-95 overpass
Bangor	Pushaw Rd	C533K	Bangor	Glenburn	7.23	Rt 15 to 221
Bangor	Stillwater Ave	C534K	Bangor	Orono	4.86	Kitteridge Road to I-95 SB OFF ramp
Bangor	Kelly Rd	C535K	Orono	Orono	0.55	I-95 SB ON ramp to Stillwater Ave
Bangor	Dow, Snows Corner Rds	C540K	Orrington	Orrington	2.55	Center Drive to Rt 15
Bangor	Brewer Lake Rd	C541K	Orrington	Orrington	1.85	Fields Pond Rd to Brewer TL
Bangor	Back Winterport Rd	C596K	Hampden	Hampden	2.77	Winterport TL to Kennebec Rd
			<b>TOTAL</b>	<b>TOTAL</b>	<b>126.08</b>	<b>Center Line Miles (LENGTH)</b>

REGION 4, PLYMOUTH CREW AREA

AREA	ROUTE NAME	RTE CODE	BEGIN TOWN	END TOWN	LENGTH	DESCRIPTION
Plymouth	US Route 2	0002X	Pittsfield	Carmel	22.66	Sibley Pond Rd to Damascus Rd
Plymouth	State Route 7	0007X	Dixmont	Newport	13.04	Jackson TL to Rt 2
Plymouth	State Route 7	0007X	Newport	Newport	4.69	Rt 2 to Corinna TL
Plymouth	State Route 11	0011X	Pittsfield	Palmyra	12.79	Burnham TL to I-95 SB OFF ramp
Plymouth	State Route 69	0069X	Pittsfield	Plymouth	9.58	Main St to Rt 7
Plymouth	State Route 69	0069X	Plymouth	Hampden	19.26	Rt 7 to Winterport TL
Plymouth	State Route 143	0143X	Dixmont	Etna	7.14	Rt 202 to I-95 NB ON ramp
Plymouth	State Route 143	0143X	Etna	Stetson	7.65	Rt 69 to Rt 222
Plymouth	State Route 151	0151X	Palmyra	Palmyra	5.08	Rt 2 to Hartland TL
Plymouth	State Route 152	0152X	Pittsfield	Palmyra	7.32	Somerset Ave to last Hartland TL
Plymouth	State Route 220	0220X	Detroit	Detroit	5.6	Troy TL to Rt 69
Plymouth	State Route 220	0220X	Detroit	Detroit	1.08	Rt 69 to Palmyra TL
Plymouth	State Route 222	0222X	Newport	Levant	12.43	Corinna TL to Union St.
Plymouth	Stetson Road	C410K	Stetson	Stetson	1.65	Rt 222 to Exeter TL
Plymouth	Philips Corner	C513L	Pittsfield	Pittsfield	3.2	I-95 NB ON OFF ramps to Rt 2
Plymouth	Madawaska Rd	C515L	Pittsfield	Palmyra	4.39	Rt 11/100 to Rt 2
Plymouth	St Albans Rd	C516L	Palmyra	Palmyra	2.07	Warren Hill to St Albans TL
Plymouth	Williams Rd	C525K	Newport	Newport	2.64	Rt 11 to Corinna Line
Plymouth	Stetson Road	C526K	Newport	Stetson	5.8	Rt 2 to Rt 143
Plymouth	Kennebec Rd	C530K	Dixmont	Hampden	9.47	Rt 202 to Rt 69
			<b>TOTAL</b>	<b>TOTAL</b>	<b>157.54</b>	<b>Center Line Miles (LENGTH)</b>

## **Scope of Work:**

The Work consists of mowing roadside vegetation on state roads (arterials & collectors) in three Areas in Region 2 (Mid Coast Region) and in two Crew Areas in Region 4 (Eastern Region) in the State of Maine for the Maine Department of Transportation. Roadside vegetation may consist of grasses, weeds, and small trees that occur within roadside inslope and backslope areas. Inslope and backslope areas that cannot be safely mowed with tractor mounted mowers are not included.

Contractors may choose to Bid on one or both Regions, one or more Areas within each Region, or any combination of Areas in one or both Regions. Contract Awards will be by the Area.

Each Area Bid in the Schedule of Items must provide a uniform Cost per Center Line Mile (Cost per CLM) for all Roadside Mowing in a given Area.

Work may be performed from June 2nd or when the Contract is signed by the Department, whichever date is later. All mowing shall be completed by September 15<sup>th</sup>.

**Invoices and Payment.** The Contractor will be required to use an internet application provided by the Department to report work accomplishment and completion of individual mow route assets. Data reported is stored in a Department database. Assets reported and accepted by the Department are processed electronically for payment. This eliminates the need to provide paper invoices for payment. Training will be provided to each Contractor on an as needed basis to learn how to use the internet reporting system.

The Department will review routes as they are completed and reported in the internet application. The Department will determine if mow routes are mowed properly or not. Mow route assets that are not mowed properly will be rejected by the Region. Contractors will be required to return to complete the Work. If the Mow Route asset is rejected, the Contractor will not be paid to return to complete Work to the satisfaction of the Department. When assets are mowed to the satisfaction of the Department, the asset will be approved for payment and payment will be processed electronically.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work.

The Department may withhold payments claimed by the Contractor on account of:

1. Incomplete or incorrect electronic reports
2. Defective or Non-conforming Work
3. Damage to a third party

4. Claims filed or reasonable evidence indicating probable filing of claims
5. The Contractor's failure to pay Employees, Suppliers and/or Subcontractors
6. Regulatory non-compliance or enforcement
7. All other causes that the Department reasonably determines negatively affect the State's interest

**Special Provisions:**

The following provisions are required:

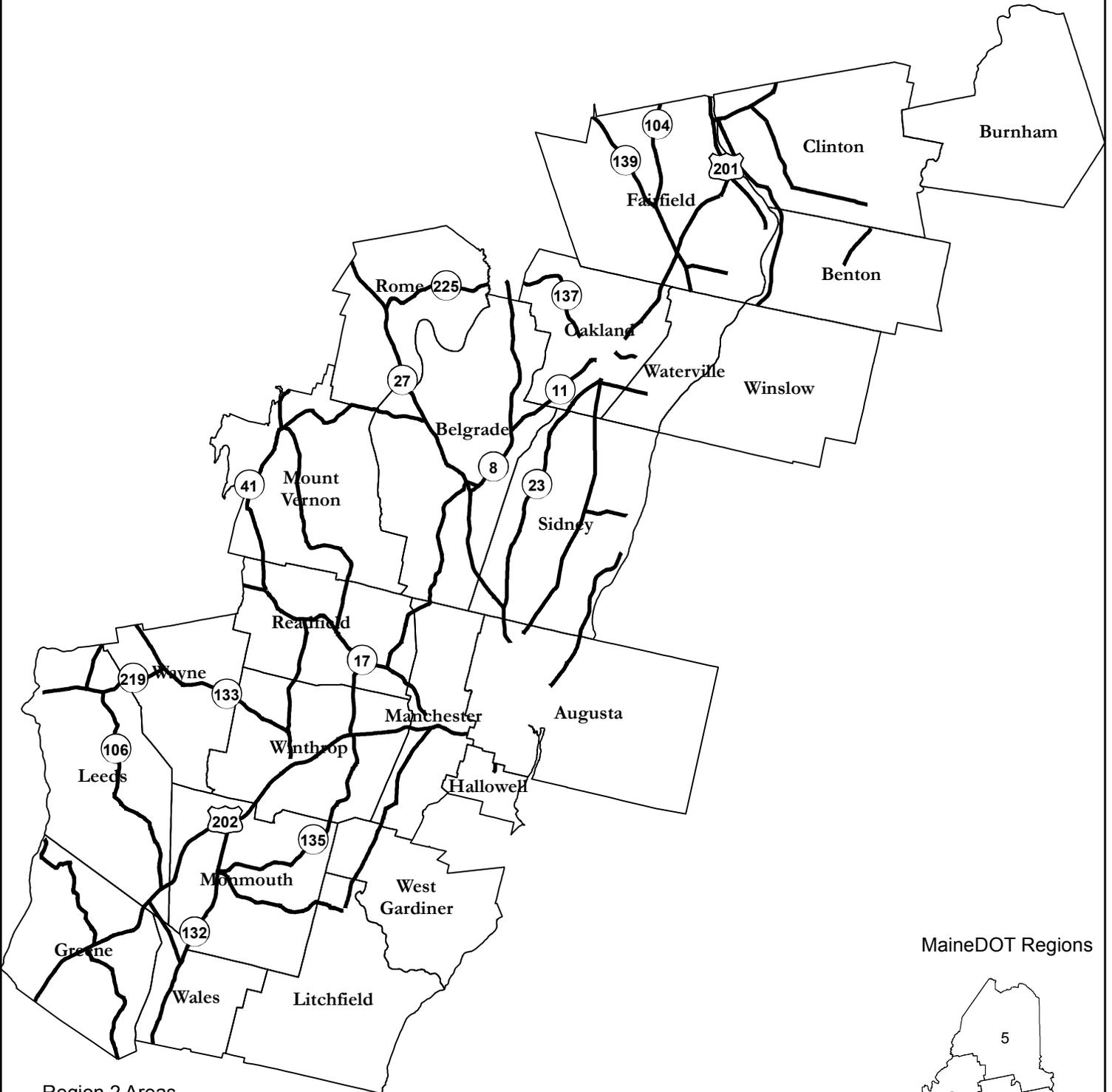
1. Inslopes and backslopes that are too steep to safely navigate mowing tractors shall not be mowed.
2. All roadside areas that can be safely mowed shall be mowed to the existing tree line as determined by the Department which may occur on either the inslope or backslope.
3. At a minimum, at least one pass six (6) feet in width shall be mowed in all roadside locations without guardrail.
4. Contractors shall be responsible for all fuel, grease, routine maintenance including oil, filters, and other parts, servicing, operation, protection such as guards and shields for their equipment, as well as mobilization and all other incidentals necessary for day to day operation.
5. Contractors shall take all necessary precautions to avoid fuel and oil spills and contain and clean up spills if they occur in accordance with all applicable laws and regulations.
6. Mower operators shall be responsible for setting signs at 2 mile intervals in accordance with Department requirements to establish Work Zones as outlined in MUTCD standards.
7. The Department will supply Mowing Ahead or Work Area Ahead signs.
8. Department signs supplied to the Contractor are the property of the Department and shall be returned at the end of the season.
9. Mowing tractors shall have a slow moving vehicle triangle mounted and plainly visible from the rear of the tractor.
10. Mowing tractors shall use flashers at all time when in operation.
11. Mowing tractors must be properly licensed for road operation in the State of Maine.
12. Flail, disk, sickle bar, or rotary mowers may be used. Brush hog mower decks are not acceptable.
13. The Department reserves the right to remove Mow Routes from the list of Routes to be mowed at any time for any reason.
14. Contractors are responsible for determining the order in which mow routes are mowed.
15. In the event that later in the season and after the route has been mowed once to the satisfaction of the Department, the Department may request a Mow Route or portions of a Mow Route be mowed for a second time. Such Work shall be paid at the CLM price provided in accordance with the Bid and Contract. Such work shall be assigned

by Contract Modification and signed by both parties. Performing a second mowing shall not be considered Extra Work.

Contractors shall perform Work only during the following times unless expressly specified otherwise in this contract or approved by the Department.

1. Contractors are allowed to perform routine maintenance, repairs, and mow from sunrise to sunset Monday through Friday. Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp>
2. Mowing operations shall not begin or shall cease if travel conditions make mowing a safety risk to the travelling public. Conditions may include but are not limited to: poor visibility; or storms producing lightning, heavy rain, hail, strong winds, or flooding.
3. Contractors shall not Work at night.
4. Work on Saturdays shall only be allowed with prior approval of the Department.
5. Contractors shall not Work on Sundays; however Contractors may perform routine service and equipment repairs on Sundays provided the equipment and any vehicles are off the road.
6. Contractors shall not Work on the holidays of Independence Day or Labor Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday.
7. Contractors shall not Work during any state government closure days.
8. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

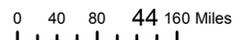
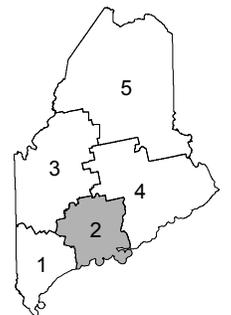
# Region 2, Area 2



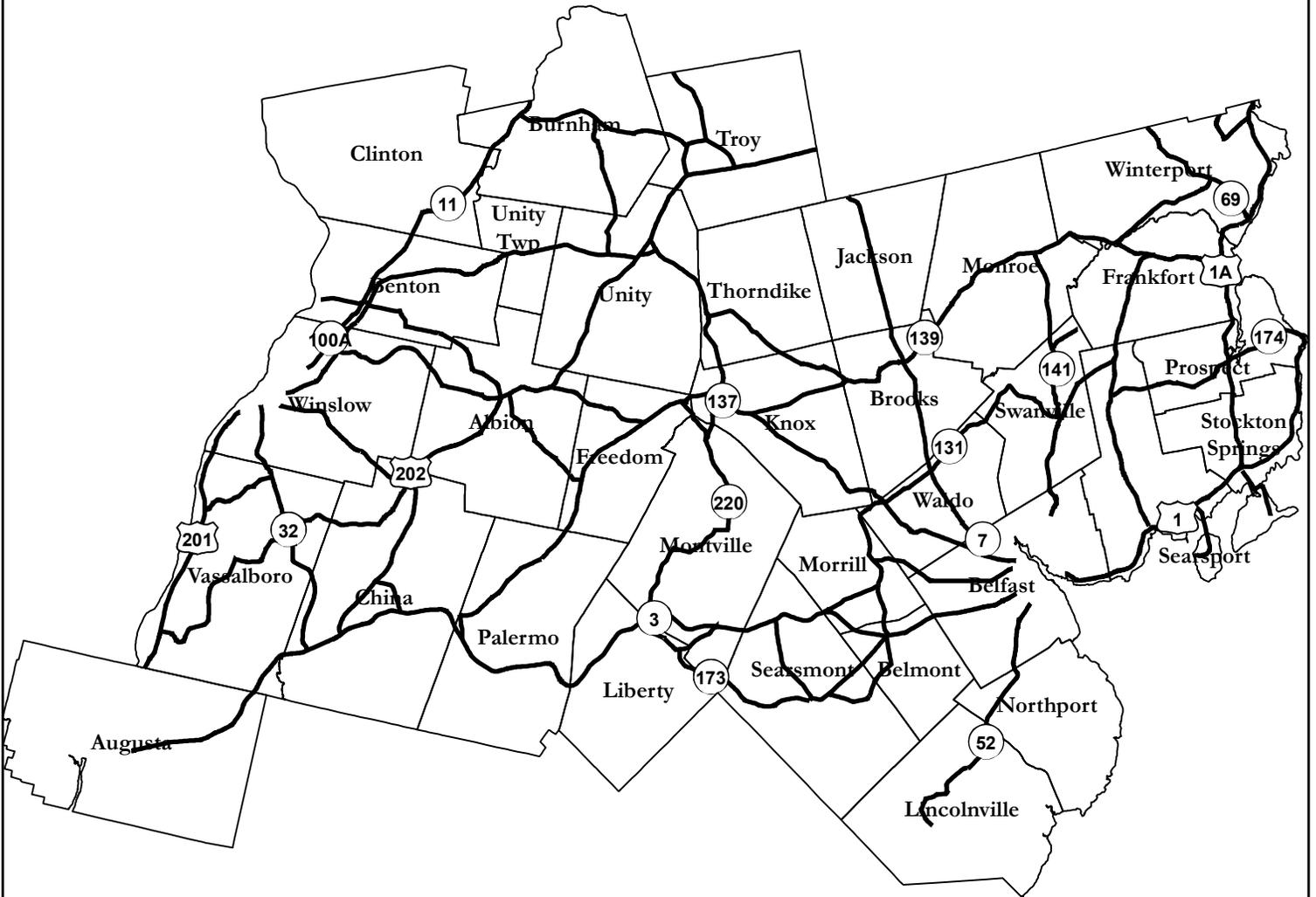
Region 2 Areas



MaineDOT Regions



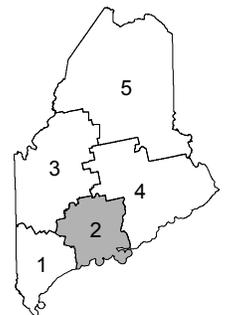
# Region 2, Area 3



Region 2 Areas



MaineDOT Regions



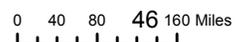
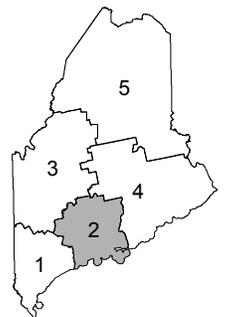
# Region 2, Area 4



Region 2 Areas



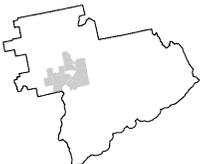
MaineDOT Regions



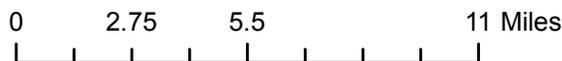
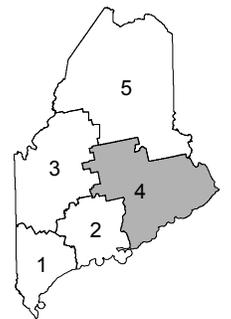
# Region 4, Bangor Area



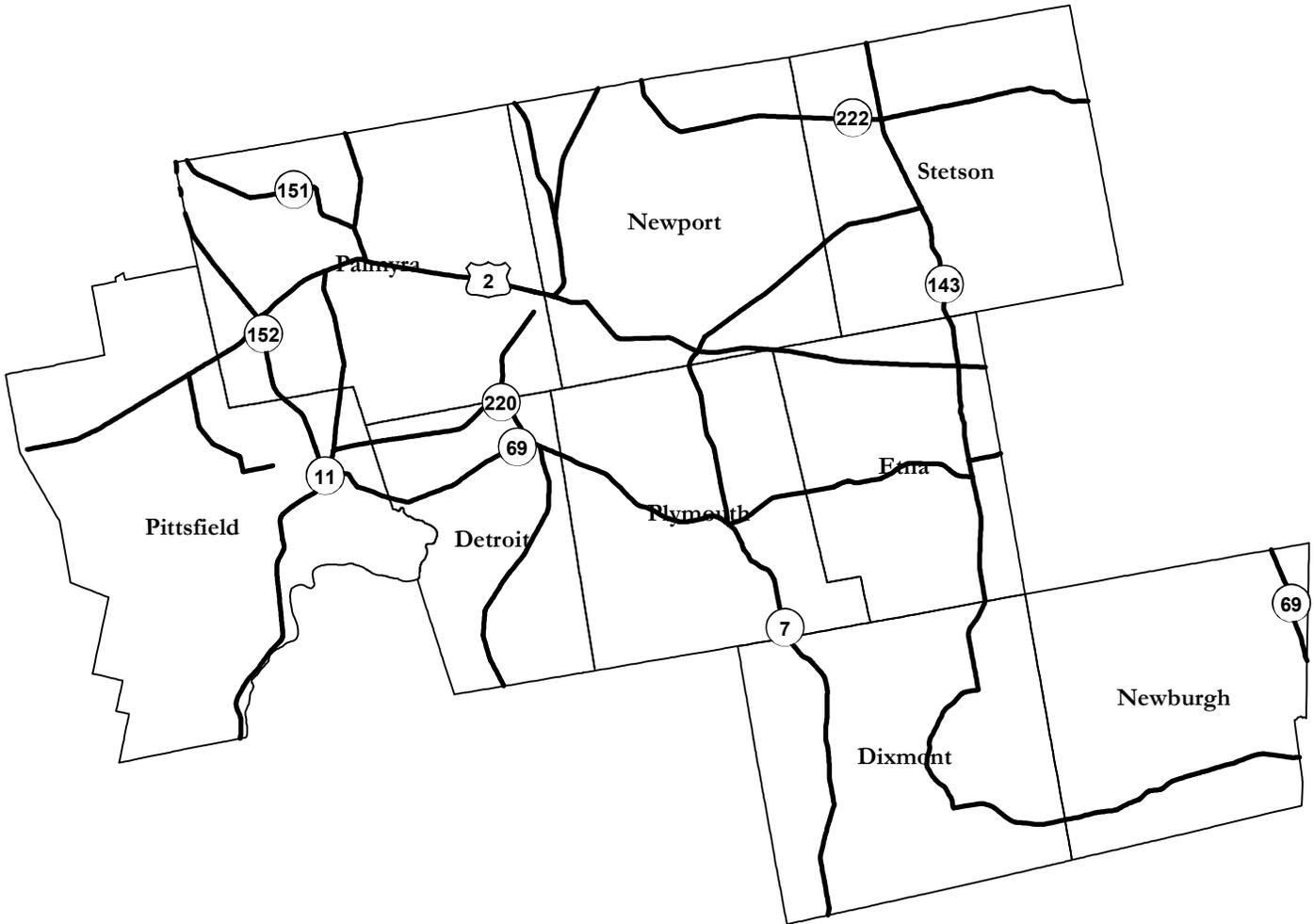
Region 4 Areas



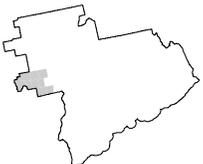
MaineDOT Regions



# Region 4, Plymouth Area



Region 4 Areas



MaineDOT Regions

