

**Roadside
Mowing
Non-Interstate**

REGIONS 3 & 4

2016

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper 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 copies of the completed Contract, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items for each Section bid in the Schedule of Items.
 4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - WIN or Title: Roadside Mowing Non-Interstate
 - Regions: 3 & 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
- WIN or Title: Roadside Mowing Non-Interstate
- Regions: 3 & 4
- Date of Bid Opening:
- Name of Contractor:

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 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.

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. <http://www.maine.gov/mdot/mainedotdirections.htm>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- WIN or Title: Roadside Mowing Non-Interstate
- Regions: 3 & 4
- Name of Contractor:

*If you need further information regarding Bid preparation, call the DOT
Contracts Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, November 2014 Edition.*

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 plan holders 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 fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: 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 submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. 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.

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.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

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 Non-Interstate in Regions 3 & 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 **April 6, 2016** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidders must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Roadside Mowing

Location: Regions 3 & 4 in the Counties of Androscoggin, Franklin, Somerset, Penobscot, Piscataquis, Hancock, and Washington

Outline of Work: Mowing roadside areas and other incidental work.

The basis of award will be by Region for Region 3 and Region and Crew for Region 4

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, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. 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 Dixfield 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.

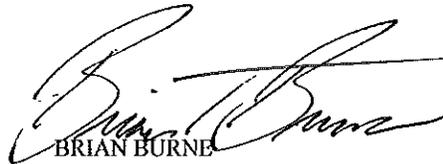
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 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
March 16, 2016



BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

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 3 & 4
Maine Department of Transportation

Notice to 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 Bob Moosmann or Sue Turcotte at (207) 624-3600 to request an appointment.

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, or
- c) a required unit price, lump sum price or bid amount is not provided or is illegible.

Do not make handwritten changes to the bid documents.

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 may bid one or both Regions and in Region 4 may bid all or any combination of Crew Areas. For each section bid, Bidders are required to bid all items. Bidders may bid different unit prices for Items in different sections. Unit prices for higher priority roads may be different than prices for lower priority roads in a given section. The basis for award for each section will be computed separately and will be the lowest responsive bid for that section.

SECTION 1: Region Three

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
1-1	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	140.09	CLM	\$	\$
				TOTAL	\$

SECTION 2: Region Four, Baileyville Crew Area - 71401

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
2-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	105.85	CLM	\$	\$
2-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	173.66	CLM	\$	\$
TOTAL					\$

SECTION 3: Region Four, Jonesboro Crew Area - 71402

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
3-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	62.92	CLM	\$	\$
3-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	171.52	CLM	\$	\$
TOTAL					\$

SECTION 4: Region Four, Hancock Crew Area - 71403

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
4-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	83.06	CLM	\$	\$
4-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	174.46	CLM	\$	\$
TOTAL					\$

SECTION 5: Region Four, Bangor Crew Area - 71404

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
5-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	22.94	CLM	\$	\$
5-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	107.12	CLM	\$	\$
				TOTAL	\$

SECTION 6: Region Four, Plymouth Crew Area - 71405

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
6-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	17.20	CLM	\$	\$
6-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	157.73	CLM	\$	\$
				TOTAL	\$

SECTION 7: Region Four, Enfield Crew Area - 71406

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
7-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	20.37	CLM	\$	\$
7-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	225.10	CLM	\$	\$
				TOTAL	\$

SECTION 8: Region Four, Guilford Crew Area - 71407

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
8-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	66.90	CLM	\$	\$
8-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	195.11	CLM	\$	\$
				TOTAL	\$

SECTION 9: Region Four, Orland Crew Area - 71408

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
9-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	25.21	CLM	\$	\$
9-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	180.48	CLM	\$	\$
				TOTAL	\$

The accepted quantity of HIGHER PRIORITY (2) Eight Foot Passes will be paid for at the contract unit price by the Center Line Mile (CLM). The Center Line Mile length (also shown as Length in the Tables) represents the length of the road asset from the beginning to the end of the asset. Both sides of the road are mowed therefore total mowed distance is twice the CLM length also known as Shoulder Miles. The quantity paid will be the center line miles for the asset in a Department data base at the time the work accomplishment is submitted and accepted for payment. The tables list the priority, assets and associated CLM. Bidders are required to bid one unit price per CLM for Higher Priority roads in a given section. The contract unit price shall be full compensation for mowing, transporting, equipping, supervising and all overhead and incidentals necessary to complete the work.

The accepted quantity of LOWER PRIORITY (1) Eight Foot Pass will be paid for at the contract unit price by the Center Line Mile (CLM). The Center Line Mile length (also shown as Length in the Tables) represents the length of the road asset from the beginning to the end of the asset. Both sides of the road are mowed therefore total mowed distance is twice the CLM length also known as

Shoulder Miles. The quantity paid will be the center line miles for the asset in a Department data base at the time the work accomplishment is submitted and accepted for payment. The tables list the priority, assets and associated CLM. Bidders are required to bid one unit price per CLM for Lower Priority roads in a given section. The contract unit price shall be full compensation for mowing, transporting, equipping, supervising and all overhead and incidentals necessary to complete the work.

- Refer to Mow Route Tables in Appendix A for details on specific Routes in each Area
- Refer to Appendix A for mowing specifications

**MAINE DEPARTMENT OF TRANSPORTATION CONTRACT FOR
ROADSIDE MOWERS NON-INTERSTATE IN REGIONS 3 & 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 Roadside Mowing of State Roads (Arterials & Collectors), for Region 3 awarded to the Contractor in the counties of Franklin and Somerset, and for each Crew Area in Region 4 awarded to the Contractor in the counties of Penobscot, Piscataquis, Hancock, and Washington, 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 on June 1, 2016 whichever is later in accordance with Appendix A. This Contract expires on April 1, 2017. 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 \$1,000,000.00 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 \$1,000,000.00 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 Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103, and 111, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above. 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.

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.

CT : _____
TEDOC No.: _____

1. 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)

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

ROADSIDE MOWERS NON-INTERSTATE IN THE FOLLOWING REGION(s):

Region 3:

- Region 4: Baileyville Crew Area - 71401
 Jonesboro Crew Area - 71402
 Hancock Crew Area - 71403
 Bangor Crew Area - 71404
 Plymouth Crew Area - 71405
 Enfield Crew Area - 71406
 Guilford Crew Area - 71407
 Orland Crew Area - 71408

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 MOWERS NON-INTERSTATE IN REGIONS 3 & 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 Roadside Mowing of State Roads (Arterials & Collectors), for Region 3 awarded to the Contractor in the counties of Franklin and Somerset, and for each Crew Area in Region 4 awarded to the Contractor in the counties of Penobscot, Piscataquis, Hancock, and Washington, 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 on June 1, 2016 whichever is later in accordance with Appendix A. This Contract expires on April 1, 2017. 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 \$1,000,000.00 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 \$1,000,000.00 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 Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103, and 111, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above. 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.

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.

CT : _____
TEDOC No.: _____

1. 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)

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

ROADSIDE MOWERS NON-INTERSTATE IN THE FOLLOWING REGION(s):

Region 3:

- Region 4: Baileyville Crew Area - 71401
 Jonesboro Crew Area - 71402
 Hancock Crew Area - 71403
 Bangor Crew Area - 71404
 Plymouth Crew Area - 71405
 Enfield Crew Area - 71406
 Guilford Crew Area - 71407
 Orland Crew Area - 71408

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 MOWERS NON-INTERSTATE IN REGIONS 3 & 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 Roadside Mowing of State Roads (Arterials & Collectors), for Region 3 awarded to the Contractor in the counties of Franklin and Somerset, and for each Crew Area in Region 4 awarded to the Contractor in the counties of Penobscot, Piscataquis, Hancock, and Washington, 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 June 1, 2016 whichever is later in accordance with Appendix A. This Contract expires on April 1, 2017. 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 sub-contractors shall purchase and maintain Commercial General Liability insurance in an amount not less than \$1,000,000.00 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 \$1,000,000.00 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 Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103, and 111, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above. 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.

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.

CT : _____

TEDOC No.: _____

- 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 (SIGN NAME HERE) _____ Date (00/00/20XX) _____
 (Signature)
(PRINT NAME HERE) _____
 (Name and Title Printed)

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

ROADSIDE MOWERS NON-INTERSTATE IN THE FOLLOWING REGION(s):

Region 3:

- Region 4:
- Baileyville Crew Area - 71401
 - Jonesboro Crew Area - 71402
 - Hancock Crew Area - 71403
 - Bangor Crew Area - 71404
 - Plymouth Crew Area - 71405
 - Enfield Crew Area - 71406
 - Guilford Crew Area - 71407
 - Orland Crew Area - 71408

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

Scope of Work:

The Work consists of mowing roadside vegetation on state arterial & collector roads in the State of Maine for the Maine Department of Transportation in portions of the following Regions:

Region 3 (Western Region)

Region 4 (Eastern Region)

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.

Work may commence on June 1st of each year or when the Contract is signed by the Department, whichever date is later. All mowing shall be completed by September 15th of each year.

Invoices and Payment: Contractors will be required to use an internet application provided by the Department to report work accomplishments 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 being mowed as they are mowed or once they are completed and reported in the internet application. The Department will determine if mow routes are mowed properly and in accordance with this Contract. 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. Contractors may arrange for electronic deposit of payments by contacting the Controller's Office of the State of Maine.

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. Roadsides are listed as HIGHER or LOWER PRIORITY.
3. Higher Priority Roads require (2) eight foot cuts wherever possible, a total distance of 16 feet from edge of pavement and on both sides of the road.
4. Lower Priority Roads require (1) eight foot cut wherever possible, a total distance of 8 feet from edge of pavement and on both sides of the road.
5. Contractors may bid a different CLM rate for Higher Priority Roads versus Lower Priority Roads in the same Area.
6. The Department and the Contractor may mutually agree to additional mowing beyond the scope of Higher and Lower Priority parameters. All additional mowing will be added by Contract Modification, signed by the Department and the Contractor, specifying adjustments to compensation, time and other work requirements.
7. 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.
8. 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.
9. Mower operators shall be responsible for setting signs at 2 mile intervals in accordance with Department requirements to establish Work Zones.
10. In lieu of setting signs, Contractors may choose to provide a full time shadow vehicle to follow behind the mowing operation. The use of a shadow vehicle shall follow all guidelines set forth by the MUTCD or the Department for a moving operation.
11. The Contractor shall supply signs that comply with current MUTCD guidelines. Signs shall say WORK AREA AHEAD or MOWING AHEAD.
12. Mowing tractors shall have a slow moving vehicle triangle mounted and plainly visible from the rear of the tractor.
13. Mowing tractors shall use flashers at all time when in operation.
14. Mowing tractors must be properly licensed for road operation in the State of Maine.
15. Flail, disk, sickle bar, or rotary mowers may be used. Brush hog mower decks are not acceptable.

16. The Department reserves the right to remove Mow Routes from the list of Routes to be mowed at any time for any reason.
17. Contractors are responsible for determining the order in which mow routes are mowed.
18. 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 be considered an increase in a Pay Item quantity.
19. Contractors shall perform Work only during the following times unless expressly specified otherwise in this contract or approved by the Department.
 - a. 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>
 - b. 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.
 - c. Contractors shall not Work at night.
 - d. Work on Saturdays shall only be allowed with prior approval of the Department.
 - e. 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.
 - f. 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.
 - g. Contractors shall not Work during any state government closure days.
 - h. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

REGION 3 -71300

Begin Town	End Town	Description	Length	Route Name	Priority
Skowhegan	Skowhegan	Compact to Compact before Bridge	1.47	US Rt 2	Lower
Skowhegan	Canaan	Compact to Region border	8.38	US Rt 2	Lower
Canaan	Hartland	Clinton TL to Rt 43	14.87	Rt 23	Lower
Ripley	Ripley	Todd's Corner Rd to Dexter TL	4.69	Rt 23	Lower
New Sharon	New Sharon	Rome TL to Rt 2 High Priority	4.43	Rt 27	Lower
Madison	Cornville	Golf Course Rd to Rt 150	11.16	Rt 43	Lower
Saint Albans	Saint Albans	Rt 23 to Corinna TL	4.89	Rt 43	Lower
New Sharon	Starks	Rt 2 to Rt 43	8.42	Rt 134	Lower
Madison	Madison	Rt 201 to Business Park Dr	3.83	Rt 148	Lower
Anson	Industry	Rt 43 to Rt 43	11.29	Rt 148	Lower
Farmington	Phillips	Rt 4 to Mile Square Rd	15.17	Rt 149	Lower
Athens	Brighton Plt	Rt 150 to Rt 154	8.43	Rt 151	Lower
Ripley	Ripley	Rt 154 to Todd's Corner Rd	0.13	Rt 152	Lower
Harmony	Ripley	Wellington TL to Rt 152	10.00	Rt 154	Lower
Chesterville	Jay	Rt. 41 to Rt 133	6.78	Rt 156	Lower
Anson	Anson	New Vineyard TL to Rt 201A	6.97	Rt 234	Lower
Saint Albans	Saint Albans	Rt 43 to Corinna TL	5.19	Dexter Rd	Lower
Saint Albans	Saint Albans	Corrina TL to Rt 43	2.13	Nokomis Rd	Lower
Skowhegan	Madison	Skowhegan TL to Rt 43	7.57	E Madison Rd	Lower
Norridgewock	Skowhegan	Rt 201A to Compact	4.29	River Rd	Lower

BAILEYVILLE – 71401

Begin Town	End Town	Description	Length	Route Name	Priority
East Machias	Baileyville	Machias TL to Rt 9	63.24	US Rt 1	Higher
T30 MD BPP TL	Baileyville	T24 MD BPP TL to Rt 1	35.51	Rt 9	Higher
Perry	Eastport	Rt 1 to Water St	7.10	Rt 190	Higher
Baileyville	Indian Twp Res	Rt 9 to Waite TL	20.82	US Rt 1	Lower
Dennysville	Cathance Twp	Rt 1 to Rt 191	10.28	Rt 86	Lower
Machiasport	Machiasport	Machias TL to .03 Mi W of Quality Cor	2.03	Rt 92	Lower
Whiting	Lubec	Rt 1 to South Lubec Rd	9.91	Rt 189	Lower
Lubec	East Machias	Rt 189 to Rt 1	27.02	Rt 191	Lower
East Machias	Baring Plt	Rt 1 to Rt 1	34.13	Rt 191	Lower
Pembroke	Meddybemps	Rt 1 to Rt 191	9.98	Rt 214	Lower
Big Lake Twp	Princeton	End of West St to Rt 1	6.21	West St	Lower
Baileyville	Baileyville	Rt 1 to 0.11 miles N of D St	1.58	Main St	Lower
Baileyville	Baileyville	Rt 1 to Main St	0.59	Access Rd	Lower
Charlotte	Calais	Rt 214 to Rt 1	10.84	Charlotte Rd	Lower
Cooper	Alexander	Rt 191 to Rt 9	7.48	N Union, Cooper Rds	Lower
Lubec	Lubec	End of Lubec Rd to Rt 189	4.74	S Lubec Rd	Lower
Edmunds Twp	Edmunds Twp	Rt 1 to Park Rd	0.46	S Edmunds Rd	Lower
Eastport	Eastport	Rt 190 to End of Barron Rd Ext	1.13	County, Barron, Barron Ext Rds	Lower
Princeton	Alexander	Rt 1 to Rt 9	8.87	S Princeton Rd	Lower
East Machias	Machiasport	Rt 1 to Rt 92	1.64	Holmes Way, Rim Rd	Lower
Grand Lake Stream	Indian Twp Res	Bridge #3584 Grand Lake Stream to Rt 1	10.16	Milford, Grand Lake Stream Rds	Lower
Machiasport	Machiasport	.95 Mi S Greenwood Hill Rd to .05 Mi E Old County Rd	5.79	Port Rd	Lower

JONESBORO – 71402

Begin Town	End Town	Description	Length	Route Name	Priority
Milbridge	Harrington	Rt 1 to Rt 1	7.71	US Rt 1A	Higher
Sullivan	Machias	Hancock TL to East Machias TL	55.21	US Rt 1	Higher
Jonesboro	Machias	Rt 1 to Hospital Drive	6.70	US Rt 1A	Lower
Machias	Machias	Stackpole Rd to Machiasport TL	1.65	Rt 92	Lower
Franklin	Cherryfield	Rt 200 to Rt 1	17.28	Rt 182	Lower
Sullivan	Sullivan	Rt 1 to 0.12 Miles N of RR Crossing	4.33	Rt 183	Lower
Sullivan	Sorrento	Rt 1 to Ocean Ave	3.46	Rt 185	Lower
Gouldsboro	Gouldsboro	Rt 1 to Rt 1	16.00	Rt 186	Lower
Columbia Falls	Jonesport	Rt 1 to Trynor Square	10.2	Rt 187	Lower
Jonesport	Jonesboro	Kelley Point Rd to Rt 1	10.72	Rt 187	Lower
Machias	Wesley	Downeast Sunrise Trail to Rt 9	19.71	Rt 192	Lower
Cherryfield	T22 MD	Rt 1 to Rt 9	19.08	Rt 193	Lower
Gouldsboro	Gouldsboro	Rt 1 to Crowley Island Rd	8.09	Rt 195	Lower
Sullivan	Franklin	Rt 1 to Rt 182	5.93	Rt 200	Lower
Marshfield	Machias	Rt 192 to Rt 1	2.69	Ridge, Hadley Lake Rds	Lower
Roque Bluffs	Machias	.56 Miles SW of Johnson Cove Rd to Rt 1	6.89	Schoppee Point, Roque Bluffs, Kennebec Rds	Lower
Jonesboro	Roque Bluffs	Rt 1 to Roque Bluffs Rd	5.51	Old US Rt 1, Roque Bluffs, Great Cove Rds	Lower
Columbia Falls	Columbia Falls	Rt 1 to 1.95 Miles N of Cross Rd	4.81	Tibbetstown Rd	Lower
Addison	Columbia Falls	Water St to Rt 1	2.67	Point, Main Sts	Lower
Addison	Columbia	Wescogus Rd to Rt 1	2.75	Water St, Addison Rd	Lower
Addison	Addison	Rt 187 to Rt 187	13.11	Basin, E Side, Wescogus Rds	Lower
Beals	Beals	Black Duck Rd to Barney Cove Rd	1.23	Bayview Dr	Lower
Milbridge	Milbridge	Factory Rd to Rt 1	2.23	Wyman Rd	Lower
Harrington	Harrington	Rt 1A to Rt 1	1.77	Dorman Rd	Lower
Columbia	Columbia	Rt 1 to Pea Ridge Rd	2.84	Station Rd	Lower
Gouldsboro	Gouldsboro	Winter Harbor TL to Rt 186	1.87	E Schoodic Dr	Lower

HANCOCK – 71403

Begin Town	End Town	Description	Length	Route Name	Priority
Dedham	Ellsworth	Holden TL to Christian Ridge Rd	14.92	US Rt 1A	Higher
Ellsworth	Ellsworth	Orland TL to Christian Ridge Rd	7.84	US Rt 1	Higher
Ellsworth	Hancock	Rt 184 to Sullivan TL	8.25	US Rt 1	Higher
Ellsworth	Bar Harbor	Beechland Rd to Sand Point Rd	13.31	Rt 3	Higher
Clifton	T24 MD BPP	Rt 180 to T30 MD BPP TL	38.74	Rt 9	Higher
Bar Harbor	Mount Desert	Schooner Head Rd to Rt 102	15.59	Rt 3	Lower
Southwest Harbor	Tremont	Rt 102 to Rt 102	6.79	Rt 102A	Lower
Bar Harbor	Bar Harbor	Rt 3 to Rt 102	0.14	Rt 102N	Lower
Bar Harbor	Tremont	Rt 3 to Rt 102A	12.86	Rt 102	Lower
Blue Hill	Surry	Rt 15 to Ellsworth TL	10.71	Rt 172	Lower
Ellsworth	Aurora	Danico Ln to Rt 9	21.62	Rt 179	Lower
Ellsworth	Clifton	Rt 1A to Rt 9	20.17	Rt 180	Lower
Otis	Amherst	Rt 180 to Rt 9	12.45	Rt 181	Lower
Hancock	Franklin	Rt 1 to Rt 200	6.06	Rt 182	Lower
Ellsworth	Lamoine	Rt 1 to end of Rt 184	8.54	Rt 184	Lower
Franklin	Waltham	Rt 182 to Rt 179	11.06	Rt 200	Lower
Trenton	Lamoine	Rt 3 to Seal Point Rd	6.47	Rt 204	Lower
Ellsworth	Trenton	Beechland Rd to Rt 3	12.36	Rt 230	Lower
Mount Desert	Bar Harbor	Rt 3 to Cleftstone Rd	4.93	Rt 233	Lower
Hancock	Hancock	Ellsworth TL to Rt 1	2.48	Washington Junction Rd	Lower
Lamoine	Hancock	Rt 204 to Rt 1	2.91	Mud Creek Rd	Lower
Swans Island	Swans Island	Harbor Rd to Thomas Rd	2.58	Ferry, Atlantic, Harbor Rds	Lower
Surry	Ellsworth	Rt 172 to Rt 1	3.87	N Bend Rd	Lower
Tremont	Mount Desert	Rt 102A to Rt 102	12.41	Tremont, Pretty Marsh Rds	Lower
Bar Harbor	Bar Harbor	Cleftstone Rd to Rt 3	0.46	West St Ext	Lower

BANGOR – 71404

Begin Town	End Town	Description	Length	Route Name	Priority
Brewer	Holden	395/1A Ramp to Dedham TL	5.61	US Rt 1A	Higher
Eddington	Clifton	Brewer TL to Rt 180	9.26	Rt 9	Higher
Alton	Old Town	Tannery Rd to I-95 Off-Ramp	3.19	Rt 16	Higher
Holden	Eddington	Rt 1A to Rt 9	4.88	Rt 46	Higher
Carmel	Hermon	Damascus Rd to Bangor TL	11.70	US Rt 2	Lower
Old Town	Old Town	I-95 Off-Ramp to Compact	4.78	Rt 16	Lower
Alton	Old Town	Hudson TL to Compact	9.13	Rt 43	Lower
Hampden	Hampden	Kennebec Rd to Winterport TL	1.15	Rt 69	Lower
Eddington	Milford	Rt 9 to Rt 2	9.21	Rt 178	Lower
Bangor	Glenburn	Rt 15 to Hudson TL	6.77	Rt 221	Lower
Levant	Bangor	Stetson Rd to Compact	9.82	Rt 222	Lower
Levant	Kenduskeag	Corinth TL to Rt 15	7.05	Avenue, Stetson Rds	Lower
Hermon	Kenduskeag	Fuller Rd to Stetson Rd	6.66	Wing, Kenduskeag Rds	Lower
Hermon	Hermon	Annis Rd to Billings Rd	1.98	Fuller Rd	Lower
Hermon	Hermon	Rt 2 to Rt 222	3.30	Billings Rd	Lower
Hampden	Hampden	Rt 69 to 1A	5.79	Kennebec Rd	Lower
Hampden	Hermon	Rt 202 to Rt 2	3.78	Coldbrook Rd	Lower
Glenburn	Orono	Pushaw Rd to I-95 overpass	6.23	Forest Ave	Lower
Bangor	Glenburn	Rt 15 to 221	7.23	Pushaw Rd	Lower
Bangor	Orono	Kitteridge Road to I-95 SB OFF ramp	4.82	Stillwater Ave	Lower
Orono	Orono	I-95 SB ON ramp to Stillwater Ave	0.55	Kelly Rd	Lower
Orrington	Orrington	Center Drive to Rt 15	2.55	Dow, Snow's Cnr Rds	Lower
Orrington	Orrington	Fields Pond Rd to Brewer TL	1.85	Brewer Lake Rd	Lower
Hampden	Hampden	Winterport TL to Kennebec Rd	2.77	Back Winterport Rd	Lower

PLYMOUTH – 71405

Begin Town	End Town	Description	Length	Route Name	Priority
Pittsfield	Newport	Silbey Pond Rd to Rt 11	12.51	US Rt 2	Higher
Newport	Newport	Rt 2 to Corinna TL	4.69	Rt 7	Higher
Newport	Carmel	Elm St to Damascus Rd	10.96	US Rt 2	Lower
Dixmont	Newport	Jackson TL to Rt 2	13.04	Rt 7	Lower
Pittsfield	Palmyra	Burnham TL to I-95 SB OFF ramp	12.79	Rt 11	Lower
Pittsfield	Plymouth	Rt 11 to Rt 7	9.58	Rt 69	Lower
Plymouth	Hampden	Rt 7 to Kennebec Rd	18.11	Rt 69	Lower
Dixmont	Etna	Rt 202 to I-95 NB ON ramp	7.14	Rt 143	Lower
Etna	Stetson	Rt 69 to Rt 222	7.65	Rt 143	Lower
Palmyra	Palmyra	Rt 2 to Hartland TL	5.08	Rt 151	Lower
Pittsfield	Palmyra	Somerset Ave to last Hartland TL	7.32	Rt 152	Lower
Dixmont	Hampden	Troy TL to Rt 202S	18.25	US Rt 202	Lower
Detroit	Detroit	Troy TL to Rt 69	5.61	Rt 220	Lower
Detroit	Detroit	Rt 69 to Rt 11	1.23	Rt 220	Lower
Corinna	Levant	Rt 7 to Union St	13.87	Rt 222	Lower
Pittsfield	Pittsfield	I-95 SB ON RAMP to Rt 2	3.20	Phillips Corner Rd	Lower
Pittsfield	Palmyra	Rt 11/100 to Rt 2	3.92	Madawaska Rd	Lower
Palmyra	Palmyra	Warren Hill Rd to St Albans TL	2.07	St Albans Rd	Lower
Newport	Newport	Rt 7 to Corinna TL	2.64	Williams, Nokomis Rds	Lower
Newport	Stetson	Rt 2 to Rt 143	5.80	Stetson, E Newport Rds	Lower
Dixmont	Hampden	Rt 202 to Rt 69	9.47	Kennebec Rd	Lower

ENFIELD – 71406

Begin Town	End Town	Description	Length	Route Name	Priority
Milo	Lagrange	Cedar Ln to Rt 155	9.2	Rt 6	Higher
Lagrange	Alton	Rt 6 to Alton Tannery Rd	11.17	Rt 16	Higher
Milford	Lincoln	Moffatt Ln to Rt 116	31.83	US Rt 2	Lower
Lincoln	Lincoln	Easy St to Winn TL	5.04	US Rt 2	Lower
Sebec	Milo	Stagecoach Rd to Kimball St	5.15	Rt 6	Lower
Lagrange	Enfield	Rt 16 to Rt 2	12.35	Rt 6	Lower
Lincoln	Lincoln	White Pt Estates Dr to Lee TL	6.99	Rt 6	Lower
Orneville TWP	Milo	Bradford TL to Rt 6	7.75	Rt 11	Lower
Milo	T4 R9 NWP	Rt 6 to Long A TWP TL	23.67	Rt 11	Lower
Old Town	Howland	Rt 16 to Rt 6	21.37	Rt 116	Lower
Lincoln	Mattamiscontis	Rt 2 to Chester TL	1.27	Rt 116	Lower
Enfield	Lincoln	Rt 2 to Transalpine Rd	11.36	Rt 155	Lower
Enfield	Burlington	Rt 155 to Grand Falls Twp TL	12.99	Rt 188	Lower
Milo	Howland	Rt 6 to Rt 6	15.67	Joe Raymond,Paddy Hill,Medford Ctr,River,Maxfield Rds	Lower
Howland	Seboeis Plt	School Dr to end of Seboeis Rd	10.89	Coffin, Water Sts; N Howland, Seboeis Rds	Lower
Passadumkeag	Passadumkeag	Rt 2 to Enfield TL	3.75	Pleasant St, Caribou Rd	Lower
Burlington	Lincoln	Rt 188 to Rt 155	12.22	Long Ridge, Transalpine Rds	Lower
Milford	Greenfield Twp	Rt 2 to Crocker Turn Ln	8.74	Greenfield Rd	Lower
Sebec	Brownville	Rt 6 to Pleasant St	10.67	Sebec Village,Barnard,Williamsburg Rds High,Church Sts	Lower
Brownville	Brownville	Church St to Lake Ave	4.39	Schoodic Lake Rd	Lower
Milo	Milo	River Rd to Rt 6	1.07	Riverside St	Lower
Milo	Brownville	High St to Church St	6.99	Pleasant St;Lakeview,Stanchfield Ridge,Stickney Hill Rds	Lower
Bowerbank	Sebec	Clark Cove Rd to Sebec Village Rd	5.06	Bowerbank Rd	Lower
Brownville	Brownville	Pleasant St to Rt 11	3.74	Church St	Lower
Chester	Chester	I-95 ramps to Rt 116	2.14	Lincoln Access Rd	Lower

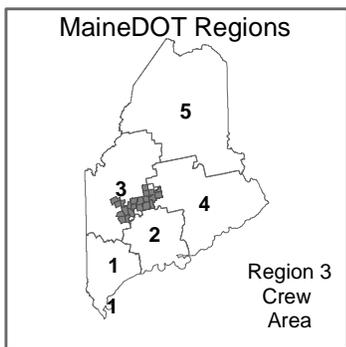
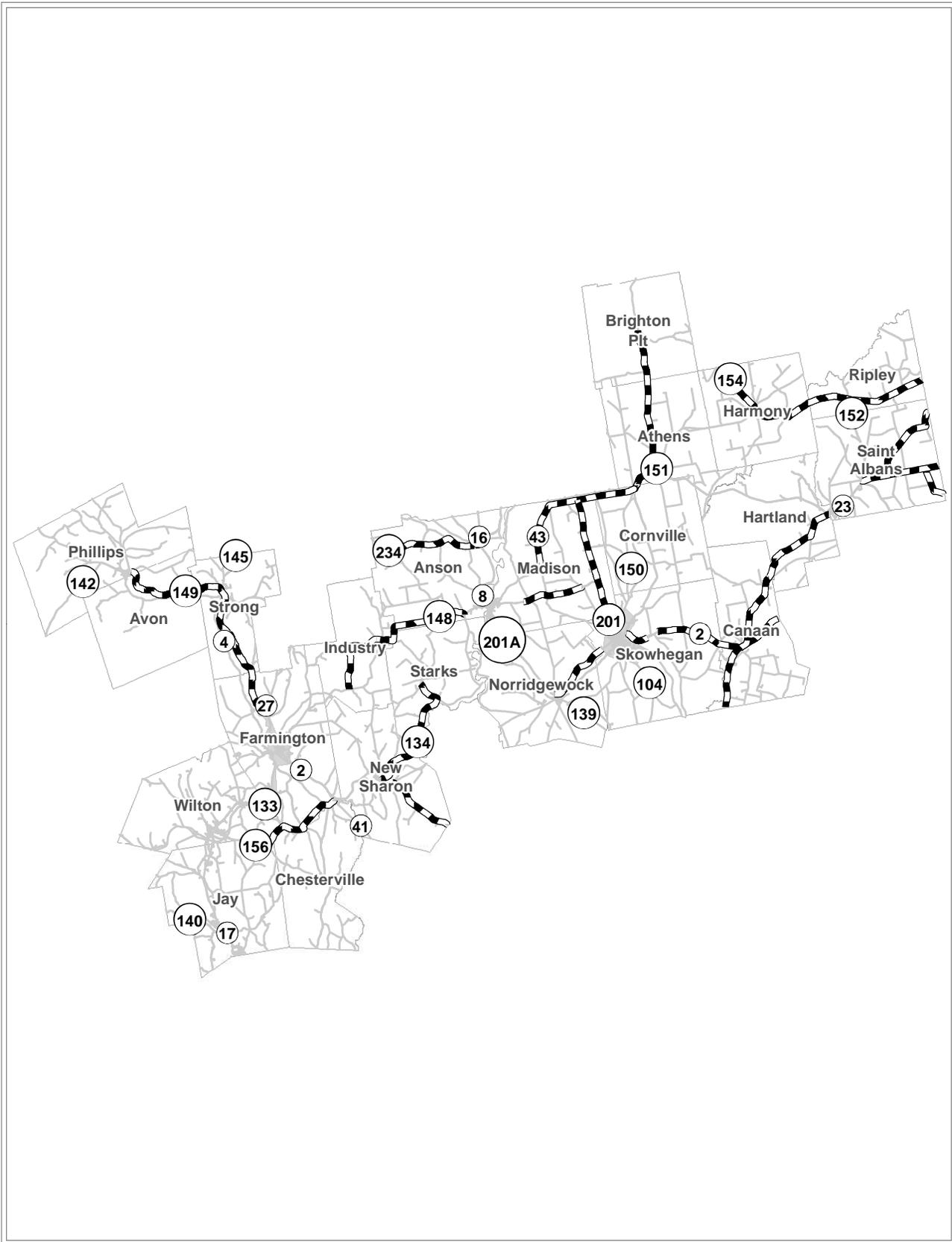
GUILFORD – 71407

Begin Town	End Town	Description	Length	Route Name	Priority
Abbot	Dover-Foxcroft	Monson TL to Adventure Rail Trail	14.48	Rt 6	Higher
Corinna	Dexter	Newport TL to Free St	8.67	Rt 7	Higher
Corinth	Charleston	Int. Rt 15 E. Corinth to Int. Rt 15 Charleston	1.83	Rt 11	Higher
Bangor	Corinth	Compact to Rt 11	15.05	Rt 15	Higher
Charleston	Dover-Foxcroft	Rt 11 to Pleasant St	14.3	Rt 15	Higher
Dexter	Guilford	Rt 7 to Rt 6	11.12	Rt 23	Higher
Guilford	Sangerville	Rt 6 to Rt 23	1.45	Hudson, Pleasant Aves	Higher
Dover-Foxcroft	Sebec	Fairview Ave to Stagecoach Rd	6.72	Rt 6	Lower
Dexter	Dover-Foxcroft	Oak St to Pine St	12.09	Rt 7	Lower
Charleston	Charleston	Bradford Rd to Charleston/School Rds	2.34	Rt 11A	Lower
Corinna	Corinth	Rt 7 to Manor Dr	15.39	Rt 11	Lower
Charleston	Bradford	Rt 15 to Orneville TWP TL	11.10	Rt 11	Lower
Kingsbury Plt	Abbot	Mayfield Twp TL to Rt 6	12.51	Rt 16	Lower
Dexter	Dexter	Ripley TL to Lincoln St	2.46	Rt 23	Lower
Corinna	Corinna	St Albans TL to Rt 7	2.72	Rt 43	Lower
Corinth	Hudson	Rt 11 to Alton TL	12.00	Rt 43	Lower
Corinth	Dexter	Rt 11 to Rt 7	13.22	Rt 94	Lower
Parkman	Guilford	Cambridge TL to Rt 6	9.02	Rt 150	Lower
Guilford	Willimantic	Rt 6 to end of Sebec Lake Rd	13.55	Rt 150	Lower
Dover-Foxcroft	Dover-Foxcroft	Park St to end of Greeley's Landing Rd	4.28	Rt 153	Lower
Bradford	Lagrange	Rt 11 to Rt 6	9.57	Rt 155	Lower
Hudson	Bradford	Glenburn TL to Rt 155	9.17	Rt 221	Lower
Charleston	Sebec	Rt 15 to Rt 6	12.83	School, Atkinson, Stagecoach Rds	Lower
Exeter	Garland	Rt 11 to Rt 94	3.74	Garland, Exeter Rds	Lower
Stetson	Exeter	Rt 222 to Rt 11	5.62	Stetson Rd	Lower

Corinna	Corinna	Williams Rd to Rt 43	2.61	Nokomis Rd	Lower
Abbot	Abbot	New England Rd to Rt 6	4.86	Pond Rd	Lower
Sangerville	Dover-Foxcroft	Rt 23 to Rt 7	6.56	Douty Hill Rd, Pine St	Lower
Parkman	Parkman	Wellington TL to Rt 150	3.35	Wellington Rd	Lower
Dover-Foxcroft	Dover-Foxcroft	.06 miles SE of Shore Rd to Rt 153	0.77	State Park Rd	Lower
Dover-Foxcroft	Atkinson	Rt 15 to S Stagecoach Rd	7.16	Essex St; Vaughn, E Dover, Range Rds	Lower
Corinna	Dexter	St Albans TL to Rt 23	4.25	Fisher, Line Rds; Railroad Ave	Lower
Dexter	Dexter	Ripley TL to Rt 23	1.71	Cambridge Rd	Lower
Exeter	Corinth	Rt 11 to Levant TL	5.51	Avenue Rd	Lower

ORLAND – 71408

Begin Town	End Town	Description	Length	Route Name	Priority
Verona Island	Verona Island	W Side Dr to Admiral Peary Ln	0.68	US Rt 1	Higher
Orland	Orland	Rt 46 to Ellsworth TL	9.36	US Rt 1	Higher
Bucksport	Orrington	Franklin St to Brewer TL	15.17	Rt 15	Higher
Stonington	Orland	School St to Rt 1	36.14	Rt 15	Lower
Orland	Holden	Rt 1 to Rt 1A	13.78	Rt 46	Lower
Castine	Castine	Rt 166 to Penobscot TL	4.14	Rt 166A	Lower
Castine	Orland	Main St to Rt 1	14.95	Rt 166	Lower
Sedgwick	Blue Hill	Rt 175 to Rt 15	8.57	Rt 172	Lower
Blue Hill	Sedgwick	Rt 172 to Rt 15	17.91	Rt 175	Lower
Brooksville	Penobscot	Rt 15 to Rt 166	14.58	Rt 175	Lower
Orland	Blue Hill	Rt 1 to Rt 172	19.47	Rt 176	Lower
Sedgwick	Sedgwick	Rt 15 to Rt 175	2.39	Rt 176	Lower
Brooksville	Brooksville	Rt 175 to Rt 175	10.02	Rt 176	Lower
Penobscot	Blue Hill	Rt 175 to Rt 15	6.99	Rt 177	Lower
Castine	Penobscot	Rt 166A to Rt 175	3.50	Rt 199	Lower
Penobscot	Penobscot	Rt 175 to Rt 15	4.99	Rt 199	Lower
Orland	Orland	Rt 15 to .73 miles S of Rt 15	0.73	Gilpin Rd	Lower
Bucksport	Bucksport	Rt 15 to Millvale Rd	2.61	Central St	Lower
Verona Island	Verona Island	Rt 1 to Rt 1	8.64	W Side, E Side Dr	Lower
Sedgwick	Sedgwick	Rt 172 to Rt 15	4.10	Sedgwick Ridge Rd	Lower
Stonington	Deer Isle	Rt 15 to Rt 15	6.97	School St;Sunset Ave;Burrt Cove,Sunset Rds;Bridge St	Lower

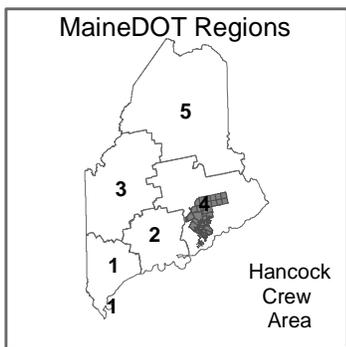
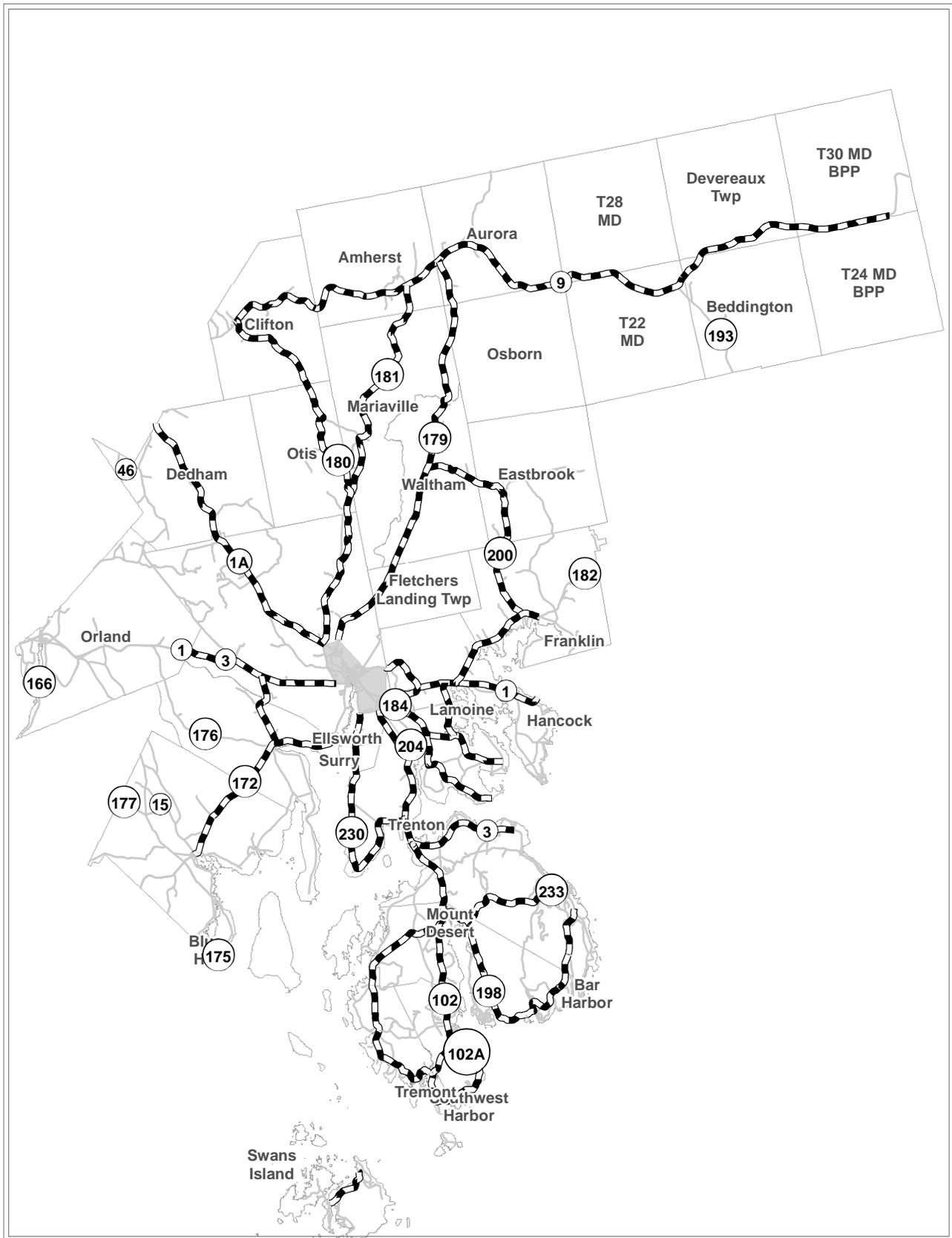


**Region 3 Crew Area - 71300
Mow Routes**

**140.09 - Miles with 1 pass
0 - Miles with 2 passes
140.09 - Total Center Lane Miles**

 Mow Routes
 State Urban Boundary

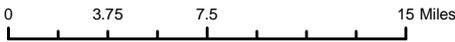


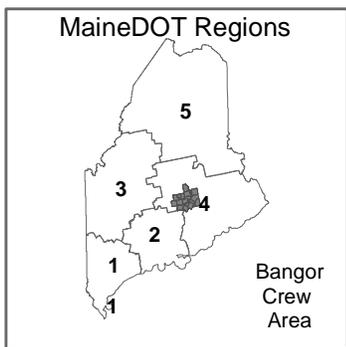
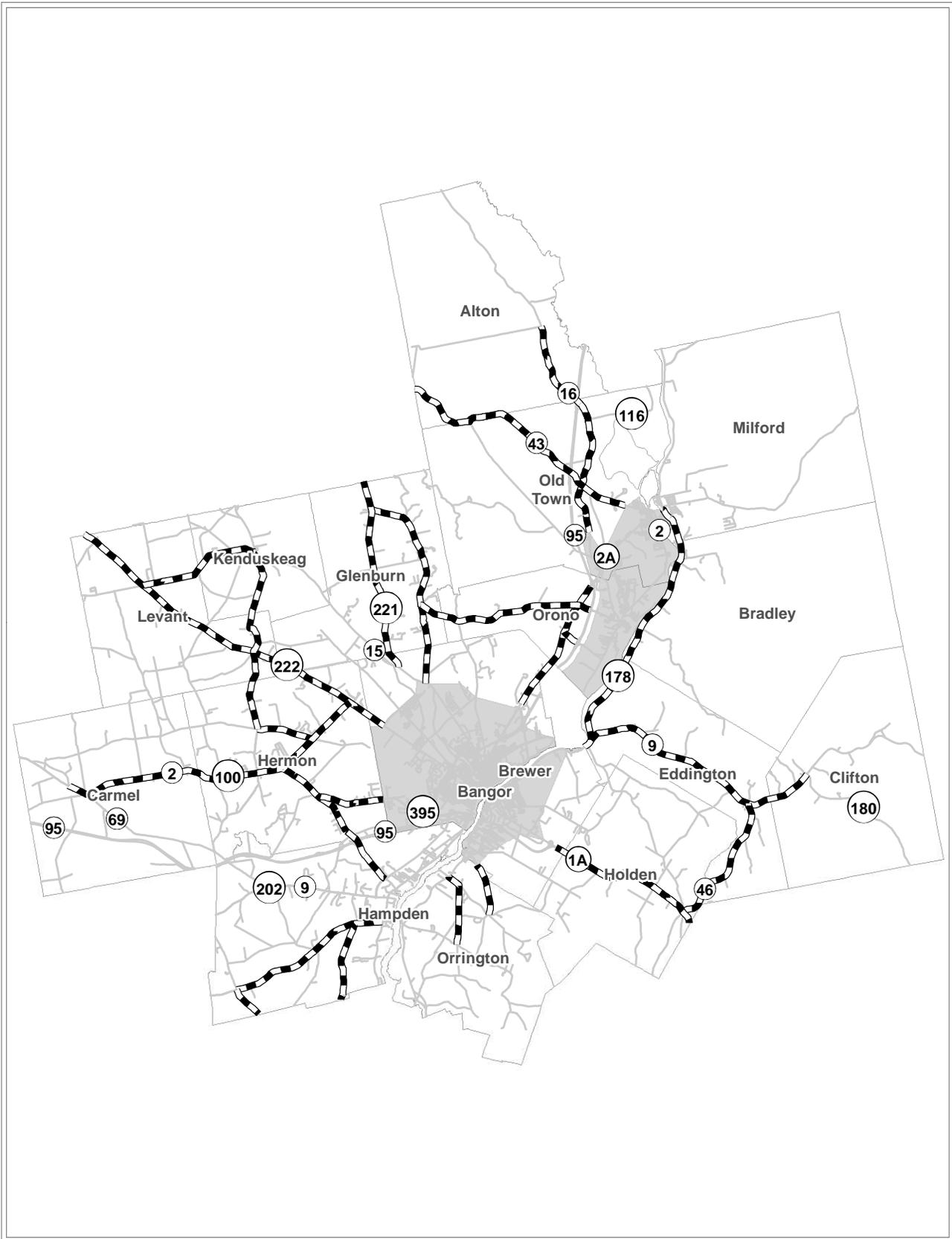


Hancock Crew Area - 71403 Mow Routes

174.46 - Miles with 1 pass
 83.06 - Miles with 2 passes
 257.52 - Total Center Lane Miles

 Mow Routes
 State Urban Boundary



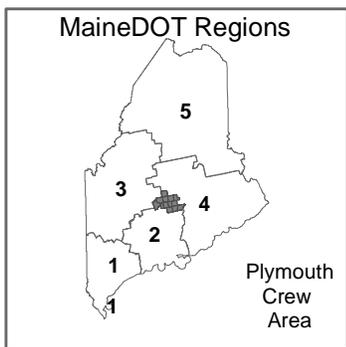
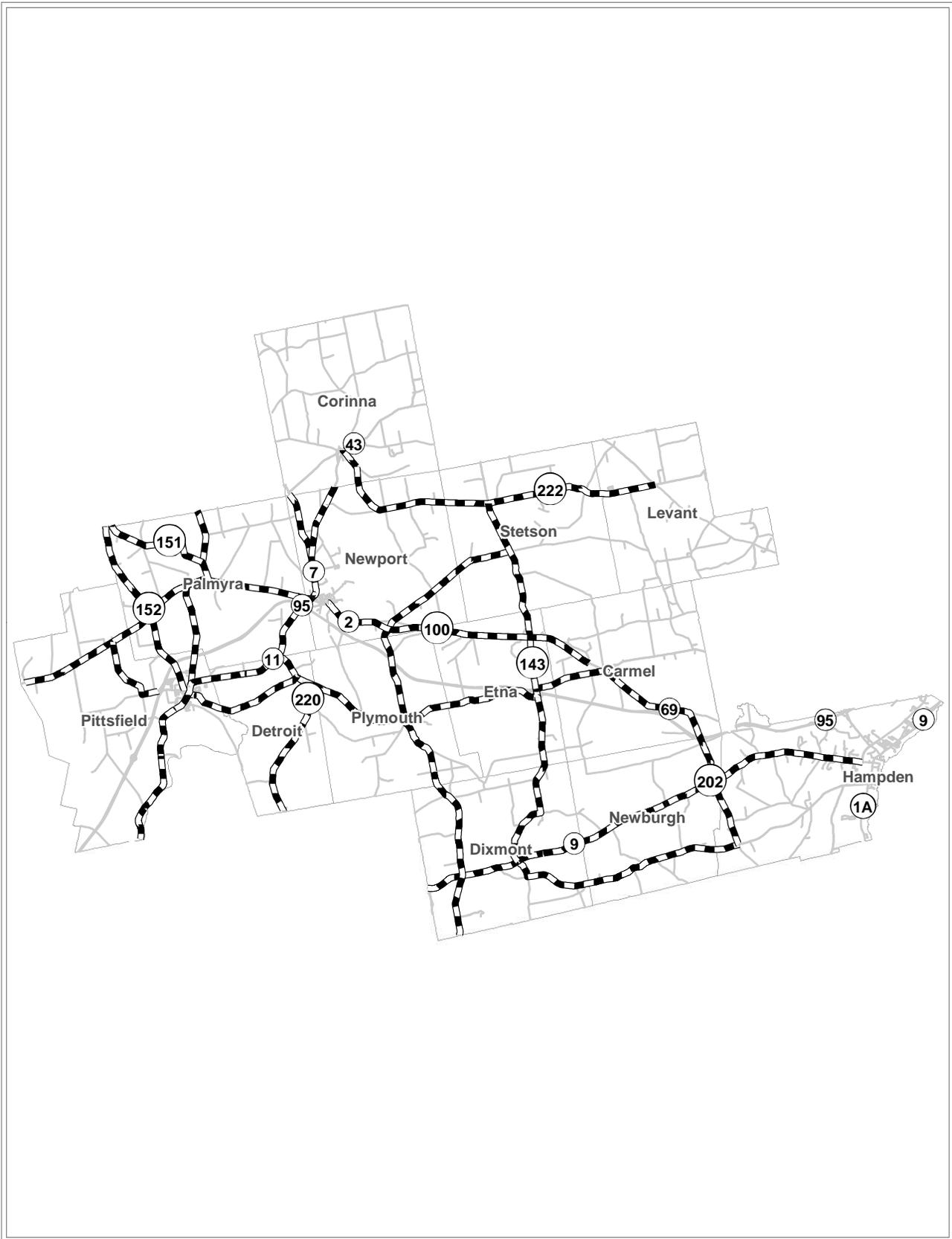


Bangor Crew Area - 71404 Mow Routes

107.12 - Miles with 1 pass
22.94 - Miles with 2 passes
130.06 - Total Center Lane Miles

 Mow Routes
 State Urban Boundary



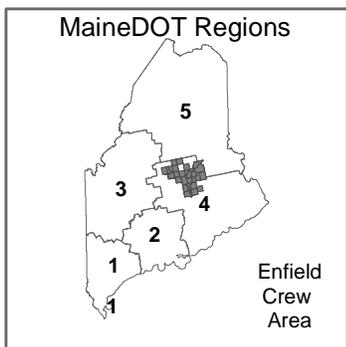
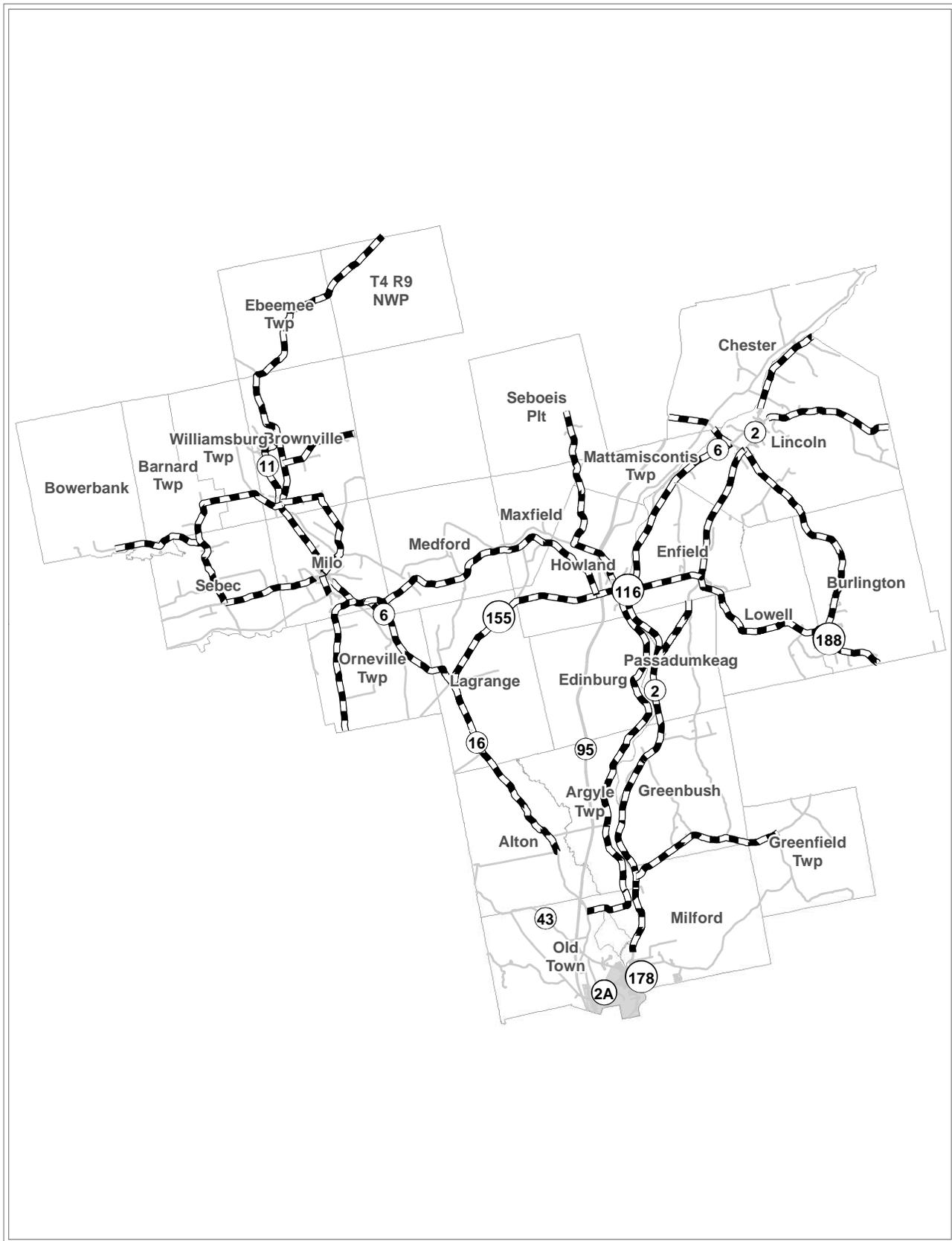


**Plymouth Crew Area - 71405
Mow Routes**

**157.73 - Miles with 1 pass
17.2 - Miles with 2 passes
174.93 - Total Center Lane Miles**

 Mow Routes
 State Urban Boundary

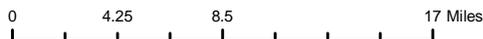


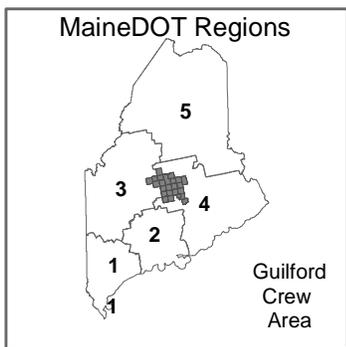
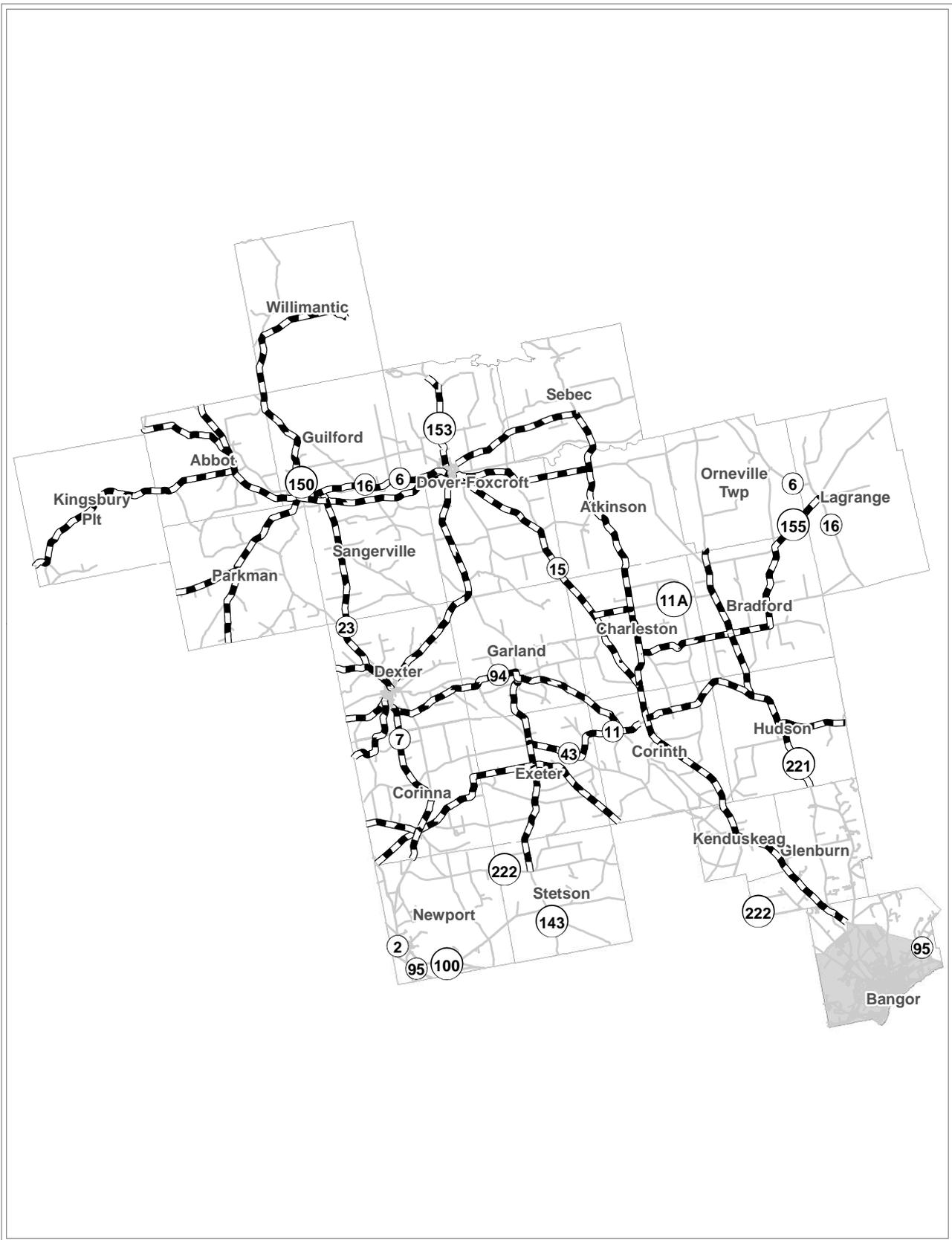


**Enfield Crew Area - 71406
Mow Routes**

225.1 - Miles with 1 pass
 20.37 - Miles with 2 passes
 245.47 - Total Center Lane Miles

 Mow Routes
 State Urban Boundary



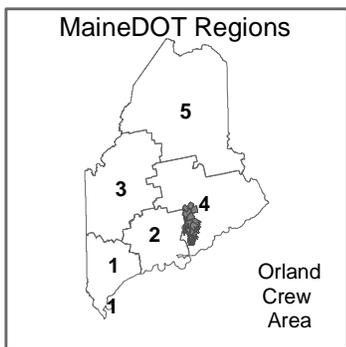
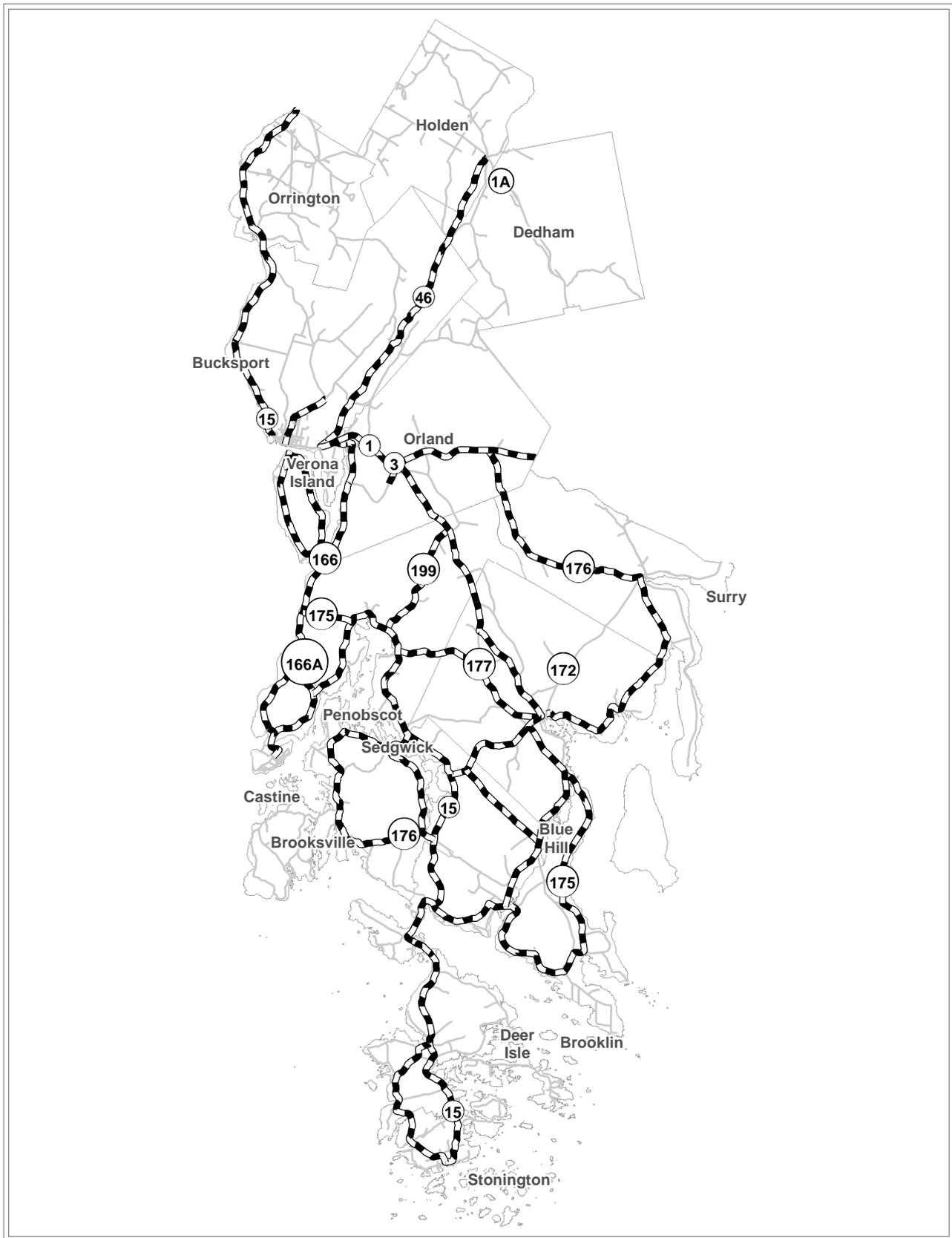


**Guilford Crew Area - 71407
Mow Routes**

**195.11 - Miles with 1 pass
66.9 - Miles with 2 passes
262.01 - Total Center Lane Miles**

 Mow Routes
 State Urban Boundary

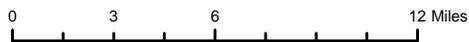




**Orland Crew Area - 71408
Mow Routes**

**180.48 - Miles with 1 pass
25.21 - Miles with 2 passes
205.69 - Total Center Lane Miles**

 Mow Routes
 State Urban Boundary



NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project or Work location, and/or Title, and the words "Bid Enclosed". As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.11.1 Non-curable Bid Defects E. Delete the entire section 102.11.1 E and replace with the following:

- (1) "The unit price and bid amount is not provided if the item quantity is not one or lump sum, or
- (2) the unit price, bid amount or lump sum price is not provided if the item quantity is one or lump sum or
- (3) the lump sum contract price is not provided or
- (4) the unit price, bid amount or lump sum price is illegible as determined by the Department."

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

"F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive."

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

"The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed."

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.4.3 Progress Meetings Delete the entire section 104.4.3.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors."

SPECIAL PROVISION SECTION 107
TIME

Delete the entire section 107.4 (or the entire section 107) and replace with the following:

107.4.1 General Duty of Contractor The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

SPECIAL PROVISION SECTION 112
DEFAULT AND TERMINATION

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

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract.
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.
- F. Discontinues the prosecution of the Work without Departmental approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. Fails to resume Work which has been suspended as required by the Contract,
- J. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- I. Allows any final judgment to stand against the Contractor unsatisfied for a period of ten Days,
- K. Makes an assignment for the benefit of creditors without authorization by the Department, or
- L. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

- 1st Incident: If the Contractor does not take corrective action within two days upon receipt of verbal warning, the Department will issue a written warning.
- 2nd Incident: The Department will issue a written warning.
- 3rd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.