

ROADSIDE MOWING

Non-Interstate

**REGION 4 - ENFIELD, GUILFORD,
ORLAND, and EDDINGTON CREW
AREAS**

2019

Updated 4/28/2017

STATE PROJECT

MAINTENANCE & OPERATIONS

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 Region 4 (Enfield, Guilford, Orland, and Eddington Crew Areas)
 - Region: 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 Region 4 (Enfield, Guilford, Orland, and Eddington Crew Areas)
- Region: 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 Region 4 (Enfield, Guilford, Orland, and Eddington Crew Areas)
- Date of Bid Opening
- Region: 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 Region 4 Enfield, Guilford, Orland, and Eddington Crew Areas**" 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 **March 27, 2019** 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 Non-Interstate

Location: Region 4 in the Counties of Penobscot, Piscataquis, Hancock, and Washington

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

The basis of award will be by Crew Area

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 Office in 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 6, 2019



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
Roadside Mowing Non-Interstate in Region 4
Maine Department of Transportation

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

- a) the Bid is not delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed, 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 any combination of Crew Areas in Region 4. Bidders may bid different unit prices for Items in different Crew Areas. The basis for award for each Crew Area will be computed separately and will be the lowest responsive bid for that Crew Area.

Contractor: _____

Enfield Crew Area - 71406

Item Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
(1) Eight Foot cut of grass adjacent to paved shoulder on both sides of the road	244.39	CLM	\$	\$

Guilford Crew Area - 71407

Item Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
(1) Eight Foot cut of grass adjacent to paved shoulder on both sides of the road	259.74	CLM	\$	\$

Roadside Mowing Non-Interstate
 Region 4
 Enfield, Guilford, Orland and Eddington Crew Areas
 January 17, 2019

Orland Crew Area – 71408

Item Description	Estimated Quantity	Unit	<u>Unit Cost</u> (Cost per CLM)	<u>Total Cost</u> (Unit Cost times Quantity)
(1) Eight Foot cut of grass adjacent to paved shoulder on both sides of the road	209.89	CLM	\$	\$

Eddington Crew Area - 71409

Item Description	Estimated Quantity	Unit	<u>Unit Cost</u> (Cost per CLM)	<u>Total Cost</u> (Unit Cost times Quantity)
(1) Eight Foot cut of grass adjacent to paved shoulder on both sides of the road	112.21	CLM	\$	\$

Print Respondent's Name and Title)

Signature

Date

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, 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 mutual promises set forth in this Agreement (the “Contract”), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 021162.19R4** for **Roadside Mowing Non-Interstate Region 4 Enfield, Guilford, Orland and Eddington Crew Areas**, in the Counties of Penobscot, Piscataquis, Hancock, and Washington Maine. The Work includes roadside mowing, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contract commences on **June 17, 2019** or when executed whichever is later and expires on **April 1, 2020**. The Contractor agrees to complete all Work, except warranty work, on or before **August 30, 2019**. 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 up to (3) additional 1 year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through

advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
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 the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for: WIN 021162.19R4 for Roadside Mowing Non-Interstate Region 4 Enfield, Guilford, Orland, and Eddington Crew Areas on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Region, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

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

Enfield Guilford Orland Eddington

The Contract amount is:

\$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Brian Burne, Highway Maintenance Engineer

Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, 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 mutual promises set forth in this Agreement (the “Contract”), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 021162.19R4** for **Roadside Mowing Non-Interstate Region 4 Enfield, Guilford, Orland and Eddington Crew Areas**, in the Counties of Penobscot, Piscataquis, Hancock, and Washington Maine. The Work includes roadside mowing, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contract commences on **June 17, 2019** or when executed whichever is later and expires on **April 1, 2020**. The Contractor agrees to complete all Work, except warranty work, on or before **August 30, 2019**. 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 up to (3) additional 1 year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through

advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
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 the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for: WIN 021162.19R4 for Roadside Mowing Non-Interstate Region 4 Enfield, Guilford, Orland, and Eddington Crew Areas on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Region, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

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

Enfield Guilford Orland Eddington

The Contract amount is:

\$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Brian Burne, Highway Maintenance Engineer

Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ (**Name of the firm bidding the job**) _____ (**Contractor**) a corporation or other legal entity organized under the laws of the State of (**State**), with its principal place of business located at _____ (**address of the firm bidding the job**) _____.

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 021162.19 for Roadside Mowing Non-Interstate Region 4 Enfield, Guilford, Orland and Eddington Crew Areas**, in the Counties of Penobscot, Piscataquis, Hancock and Washington, Maine. The Work includes roadside mowing, warranty as provided in the Contract, and other incidental work

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contract commences on **June 17, 2019** or when executed whichever is later and expires on **April 1, 2020**. The Contractor agrees to complete all Work, except warranty work, on or before **August 30, 2019**. 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 up to (3) additional 1 year periods.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through

advertisement, Supplemental Specifications, Special Provisions, Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
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 the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for: **WIN 021162.19** for **Roadside Mowing Non-Interstate Region 4 Enfield, Guilford, Orland and Eddington Crew Areas**, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

(Date Here)
Date

(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

G. Award.

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

- Enfield
 Guilford
 Orland
 Eddington

The Contract amount is:

\$ _____

_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne, Highway Maintenance Engineer

Witness

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).]

ENFIELD - 71406

Display Code	Begin Town	End Town	Length	Description	Route Name
MR-954109	Milford	Lincoln	31.83	Moffatt Lane to Rt 116	US Rt 2
MR-959927	Lincoln	Lincoln	5.04	Easy St to Winn TL	US Rt 2
MR-1026291	Sebec	Milo	5.15	Sebec Vil Rd to Deste Rd/Kimball St	Rt 6
MR-1026293	Milo	Enfield	21.55	Cedar Ln to Rt 2	Rt 6
MR-954121	Lincoln	Lincoln	6.99	White Point Estates Dr to Lee TL	Rt 6
MR-1026307	Orneville Twp	Milo	7.75	Bradford TL to Rt 6	Rt 11
MR-954125	Milo	T4 R9 NWP	23.67	Rt 6 to Long A Twp TL	Rt 11
MR-910125	Lagrange	Alton	11.17	Rt 6 to Alton Tannery Rd	Rt 16
MR-954153	Old Town	Howland	21.37	Rt 16 to Rt 6	Rt 116
MR-954169	Lincoln	Mattamiscontis Twp	1.27	Rt 2 to Chester TL	Rt 116
MR-954177	Enfield	Lincoln	11.35	Rt 2 to Transalpine Rd	Rt 155
MR-954187	Enfield	Burlington	12.99	Rt 155 to Grand Falls Twp TL	Rt 188
MR-954189	Milo	Howland	15.67	Rt 6 to Rt 6	Joe Raymond, Paddy Hill, Medford Ctr, River, Maxfield Rds
MR-954191	Howland	Seboeis Plt	10.89	School Dr to end of Seboeis Rd	Coffin, Water Sts; N Howland, Seboeis Rds
MR-954193	Passadumkeag	Passadumkeag	3.75	Rt 2 to Enfield TL	Pleasant St, Caribou Rd
MR-954195	Burlington	Lincoln	12.22	Rt 188 to Rt 155	Long Ridge, Transalpine Rds
MR-954197	Milford	Greenfield Twp	8.74	Rt 2 to Crocker Turn Ln	Greenfield Rd
MR-1026353	Sebec	Brownville	10.67	Rt 6 to Pleasant St	Sebec Village, Barnard, Williamsburg Rds; High, Church Sts
MR-954201	Brownville	Brownville	4.39	Church St to Lake Ave	Schoodic Lake Rd
MR-954209	Milo	Brownville	6.99	High St to Church St	Pleasant St; Lakeview, Stanchfield Ridge, Stickney Hill Rds
MR-954212	Bowerbank	Sebec	5.06	Clark Cove Rd to Sebec Village Rd	Bowerbank Rd
MR-954215	Brownville	Brownville	3.74	Pleasant St to Rt 11	Church St
MR-955248	Chester	Chester	2.14	I-95 ramps to Rt 116	Lincoln Access Rd

GUILFORD - 71407

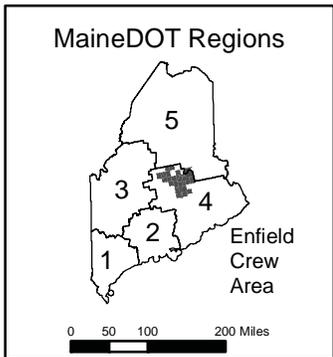
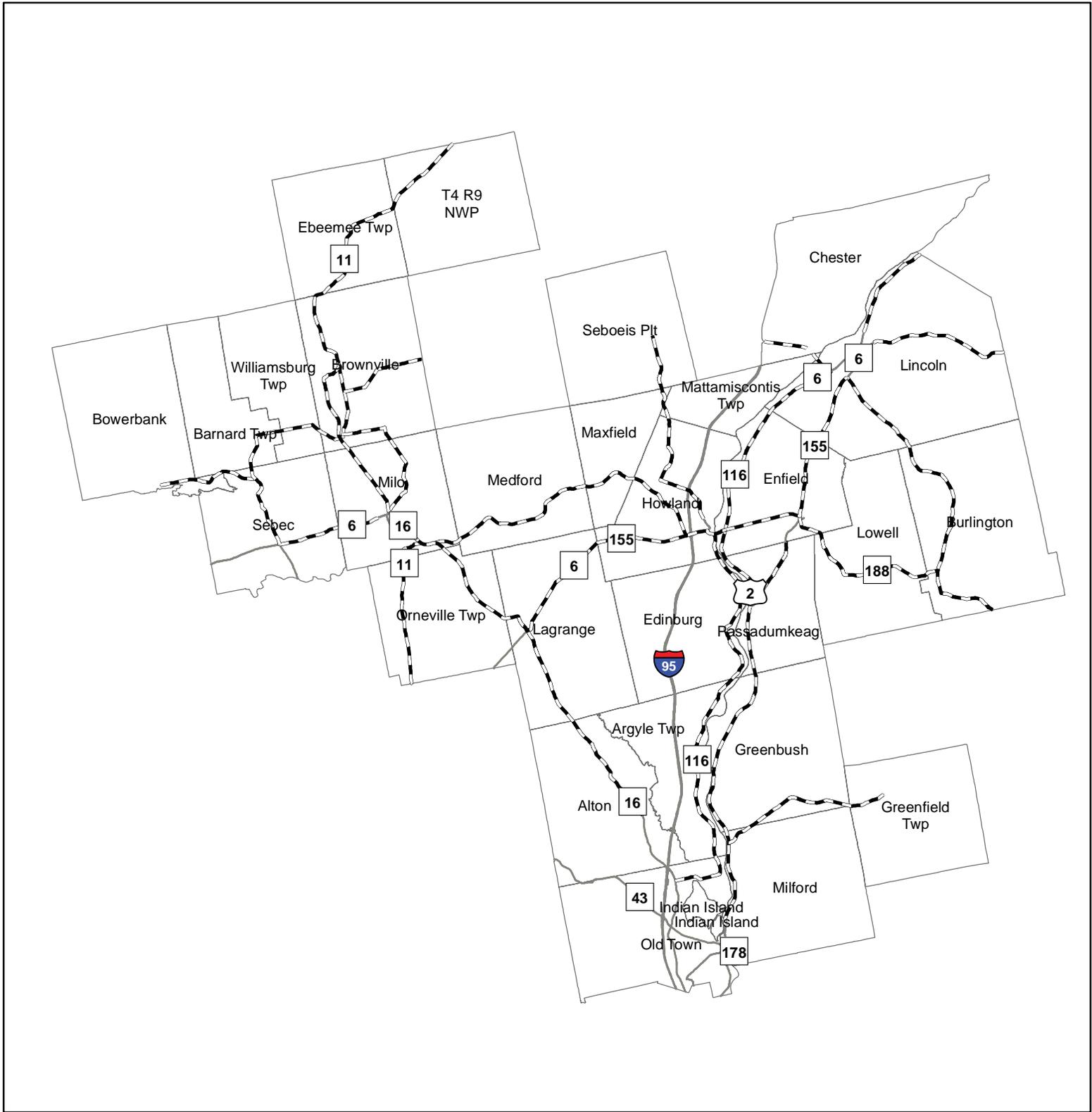
Display Code	Begin Town	End Town	Description	Length	Route Name
MR-1026287	Dover-Foxcroft	Sebec	Howard Ln to Sebec Vil Rd	6.72	Rt 6
MR-954113	Abbot	Dover-Foxcroft	Monson TL to Adventure Rail Trail	14.48	Rt 6
MR-1026295	Corinna	Dexter	Newport TL to Fay Ct	8.73	Rt 7
MR-1026297	Dexter	Dover-Foxcroft	Oak St to Pine St	12.09	Rt 7
MR-954225	Charleston	Charleston	Bradford Rd to Charleston/School Rds	2.34	Rt 11A
MR-1026301	Corinth	Bradford	Rt 15 to Orneville TL	12.93	Rt 11
MR-954227	Corinna	Corinth	Rt 7 to Manor Dr	15.36	Rt 11
MR-954229	Bangor	Corinth	Compact to Rt 11	15.05	Rt 15
MR-954231	Charleston	Dover-Foxcroft	Rt 11 to Pleasant St	14.3	Rt 15
MR-954233	Kingsbury Plt	Abbot	Mayfield Twp TL to Rt 6	12.51	Rt 16
MR-954235	Dexter	Dexter	Ripley TL to Lincoln St	2.46	Rt 23
MR-954237	Dexter	Guilford	Rt 7 to Rt 6	11.12	Rt 23
MR-910126	Corinth	Hudson	Rt 11 to Alton TL	12	Rt 43
MR-954240	Corinna	Corinna	St Albans TL to Rt 7	2.72	Rt 43
MR-954244	Corinth	Dexter	Rt 11 to Rt 7	13.22	Rt 94
MR-954246	Parkman	Guilford	Cambridge TL to Rt 6	9.02	Rt 150
MR-954248	Guilford	Willimantic	Rt 6 to end of Sebec Lake Rd	13.55	Rt 150
MR-954250	Dover-Foxcroft	Dover-Foxcroft	Park St to end of Greeley's Landing Rd	4.28	Rt 153
MR-954252	Bradford	Lagrange	Rt 11 to Rt 6	9.57	Rt 155
MR-1026341	Hudson	Hudson	Glenburn TL to Rt 43	3.49	Rt 221
MR-999336	Hudson	Bradford	Rt 43 to Rt 11	3.38	Rt 221
MR-954199	Charleston	Sebec	Rt 15 to Rt 6	12.83	School, Atkinson, Stagecoach Rds
MR-954260	Exeter	Garland	Rt 11 to Rt 94	3.74	Garland, Exeter Rds
MR-910158	Stetson	Exeter	Rt 222 to Rt 11	5.62	Stetson Rd
MR-954267	Corinna	Corinna	Williams Rd to Rt 43	2.61	Nokomis Rd
MR-954276	Abbot	Abbot	New England Rd to Rt 6	4.86	Pond Rd
MR-954283	Sangerville	Dover-Foxcroft	Rt 23 to Rt 7	6.56	Douty Hill Rd, Pine St
MR-954285	Parkman	Parkman	Wellington TL to Rt 150	3.35	Wellington Rd
MR-954287	Dover-Foxcroft	Dover-Foxcroft	.06 miles SE of Shore Rd to Rt 153	0.77	State Park Rd
MR-954289	Dover-Foxcroft	Atkinson	Rt 15 to S Stagecoach Rd	7.16	Essex St; Vaughn, E Dover, Range Rds
MR-954291	Corinna	Dexter	St Albans TL to Rt 23	4.25	Fisher, Line Rds; Railroad Ave
MR-954293	Dexter	Dexter	Ripley TL to Rt 23	1.71	Cambridge Rd
MR-954295	Exeter	Corinth	Rt 11 to Levant TL	5.51	Avenue Rd
MR-954297	Guilford	Sangerville	Rt 6 to Rt 23	1.45	Hudson, Pleasant Aves

ORLAND - 71408

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-953938	Orland	Orland	Rt 46 to Ellsworth TL	9.36	US Rt 1
MR-954569	Verona Island	Verona Island	W Side Dr to Admiral Peary Ln	0.68	US Rt 1
MR-954594	Stonington	Orland	School St to Rt 1	36.14	Rt 15
MR-954599	Bucksport	Orrington	Franklin St to Brewer TL	15.17	Rt 15
MR-910127	Orland	Holden	Rt 1 to Rt 1A	13.77	Rt 46
MR-954604	Castine	Castine	Rt 166 to Penobscot TL	4.14	Rt 166A
MR-954606	Castine	Orland	Main St to Rt 1	14.95	Rt 166
MR-953962	Blue Hill	Surry	Rt 176/E Bl Hill Rd to Rt 176/ Toddy Pk Rd	6.81	Rt 172
MR-954608	Sedgwick	Blue Hill	Rt 175 to Rt 15	8.57	Rt 172
MR-954630	Blue Hill	Sedgwick	Rt 172 to Rt 15	17.92	Rt 175
MR-954655	Brooksville	Penobscot	Rt 15 to Rt 166	14.58	Rt 175
MR-954657	Orland	Blue Hill	Rt 1 to Rt 172	19.47	Rt 176
MR-954659	Sedgwick	Sedgwick	Rt 15 to Rt 175	2.39	Rt 176
MR-954667	Brooksville	Brooksville	Rt 175 to Rt 175	10.02	Rt 176
MR-954679	Penobscot	Blue Hill	Rt 175 to Rt 15	6.99	Rt 177
MR-954687	Castine	Penobscot	Rt 166A to Rt 175	3.5	Rt 199
MR-954697	Penobscot	Penobscot	Rt 175 to Rt 15	4.99	Rt 199
MR-954699	Orland	Orland	(Gilpin Rd) Rt 15 to .73 miles S of Rt 15	0.73	Gilpin Rd
MR-954703	Verona Island	Verona Island	(W Side, E Side Dr) Rt 1 to Rt 1	8.64	W Side, E Side Dr
MR-954707	Sedgwick	Sedgwick	(Sedgwick Ridge Rd) Rt 172 to Rt 15	4.1	Sedgwick Ridge Rd
MR-954709	Stonington	Deer Isle	(School St; Sunset Ave; Burnt Cove, Sunset Rds; Bridge St) Rt 15 to Rt 15	6.97	School St; Sunset Ave; Burnt Cove, Sunset Rds; Bridge St

EDDINGTON - 71409

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-910124	Eddington	T24 MD BPP	Brewer TL to T30 MD BPP TL	48	Rt 9
MR-1026323	Holden	Eddington	Rt 1A to Rt 9	4.88	Rt 46
MR-910129	Eddington	Milford	Rt 9 to Rt 2	9.21	Rt 178
MR-1026331	Waltham	Aurora	Fletchers Landg TL to Rt 9	16.57	Rt 179
MR-1026333	Otis	Clifton	Ellsworth TL to Rt 9	12.98	Rt 180
MR-953973	Otis	Amherst	Rt 180 to Rt 9	12.45	Rt 181
MR-1026337	Beddington	T22 MD	Deblois TL to Rt 9	5.41	Rt 193
MR-1026339	Waltham	Waltham	Estabrook TL to Rt 179	2.71	Rt 200



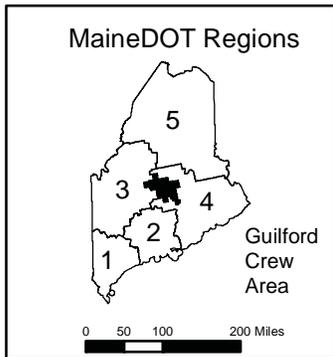
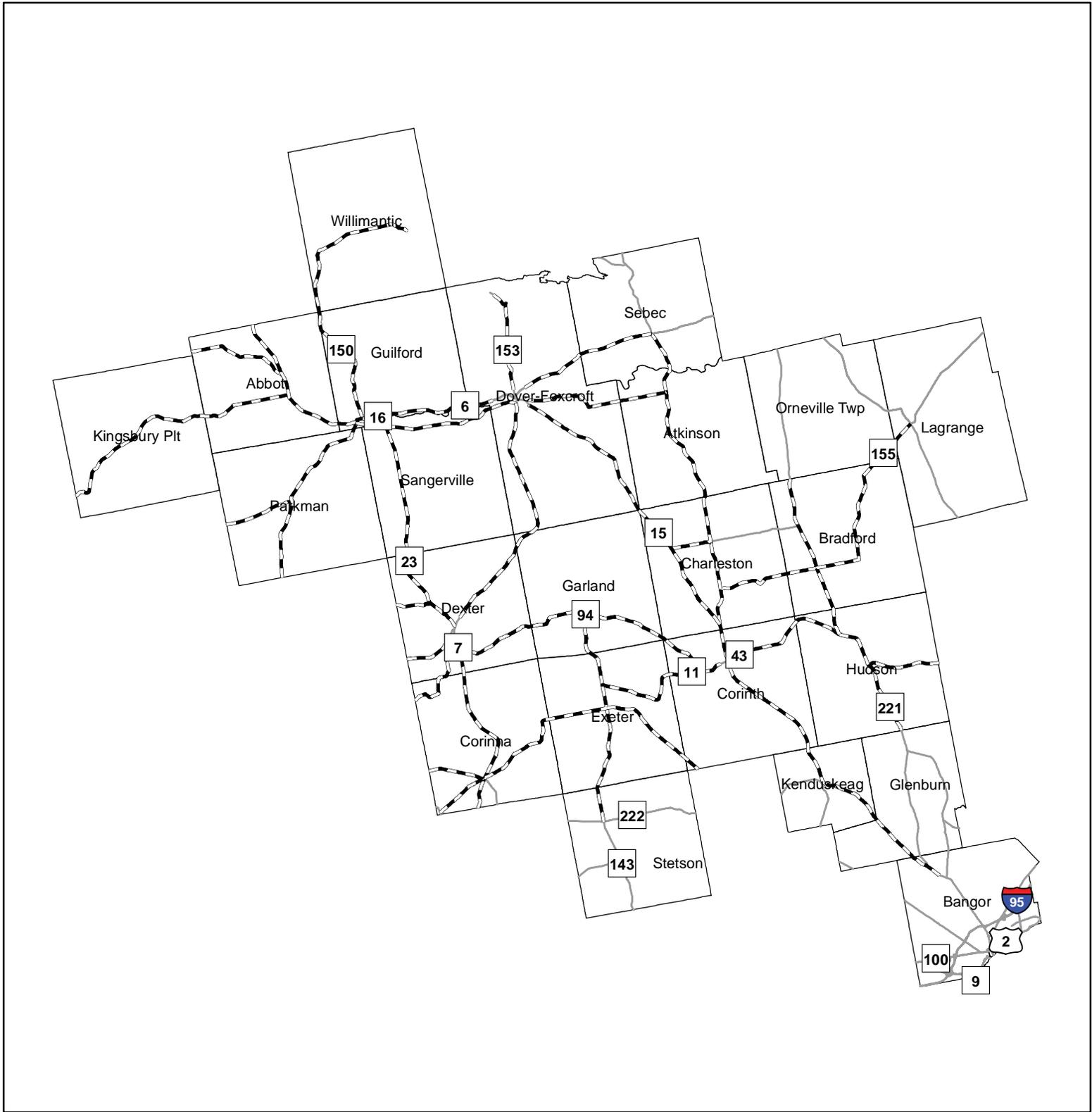
Roadside Mow Routes Enfield Crew Area - 71406 Crew

244.39 - Total Center Line Miles
488.78 Shoulder Miles



Mow Routes





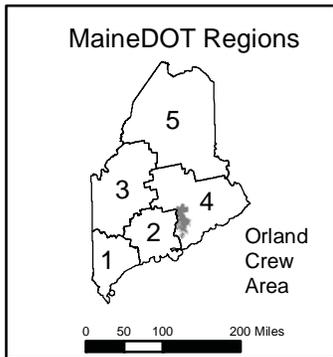
Roadside Mow Routes Guilford Crew Area - 71407 Crew

259.74 - Total Center Line Miles
519.48 Shoulder Miles



 Mow Routes





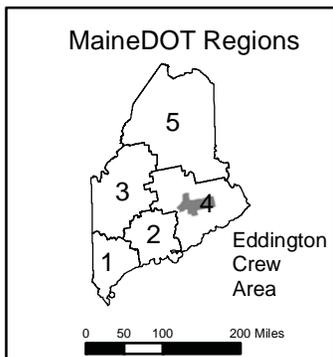
Roadside Mow Routes Orland Crew Area - 71408 Crew

209.89 - Total Center Line Miles
 419.78 Shoulder Miles



Mow Routes





Roadside Mow Routes

Eddington Crew Area - 71409 Crew



112.21 - Total Center Line Miles
224.42 Shoulder Miles

Mow Routes



SPECIAL PROVISION
Section 107
TIME
(Contract Time)

The Contractor will be allowed to commence work in accordance with the contract terms on or after June 17, 2019 provided all required submittals have been received and accepted by the Department.

The specified contract completion date is August 30, 2019.

SPECIAL PROVISION
SPECIFICATIONS FOR WORK

Scope of Work:

The Work consists of mowing roadside vegetation on state arterial & collector roads in Region 4 for the Maine Department of Transportation in the Enfield, Guilford, Orland, and Eddington Crew Areas.

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.

General Notes

The following provisions are required:

1. The Department may require a meeting with the Contractor prior to Award at their facility to review equipment and personnel to insure the Contractor has sufficient resources for satisfactory completion of the Work.
2. Contractors shall begin Work no later than 5 days after the specified Start Date or the date the Contract is executed whichever is later.
3. All Work assigned shall be completed to the satisfaction of the Department no later than the completion date set forth in the Contract.
4. Once Work commences the Contractor shall remain at Work in the Area or Areas awarded and at a minimum at least one tractor shall be continuously deployed in each Area until all Work assigned is completed to the satisfaction of the Department.
5. Contractors shall notify the Region Vegetation Manager by e-mail prior to Work each day with a list of mow route assets where Work will be performed and the crew or crews assigned to the Work.
6. Inslopes and backslopes that are too steep to safely navigate with mowing tractors shall not be mowed.
7. All roads shall have (1) eight-foot-wide cut of the grass as it occurs along the roadside. If the shoulder has no grass starting at edge of pavement, an eight-foot-wide cut shall begin where the grass begins to grow and grows continuously down the inslope.

8. If mowing an eight-foot-wide cut is not possible the Contractor shall mow a swath as wide as roadside conditions allow.
9. A Center Line Mile is the basis for payment and includes mowing an eight-foot-wide cut on both sides of the road.
10. The Department may add additional Work, in accordance with the terms and conditions of the Contract, and said additional Work shall not be considered Extra Work.
11. 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.
12. 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.
13. Mower operators shall be responsible for setting signs at 2 mile intervals in accordance with Department requirements for establishing Work Zones.
14. 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.
15. The Contractor shall supply signs that comply with current MUTCD guidelines. Signs shall say ROAD WORK AHEAD or MOWING AHEAD.
16. Mowing tractors shall have a slow-moving vehicle triangle mounted and plainly visible from the rear of the tractor.
17. Mowing tractors shall use flashers at all time when in operation.
18. Mowing tractors must be properly licensed for road operation in the State of Maine. The Department reserves the right to stop Work at any time if tractors are not properly licensed.
19. Flail, disk, sickle bar, or rotary mowers may be used. Brush hog mower decks are not acceptable.
20. The Department reserves the right to remove Mow Routes from the list of Routes to be mowed at any time for any reason.
21. Contractors are responsible for determining the order in which mow routes are mowed.
- 22.

23. After Work on an asset is completed to the satisfaction of the Department, the Department may request a Mow Route or portions of a Mow Route be mowed a second time. Such Work shall be paid at the CLM price provided in the Schedule of Items 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.
24. Contractors shall perform Work only during the following times unless expressly specified otherwise in this contract or approved by the Department:
- a. Contractors shall perform routine maintenance, repairs, and mow from sunrise to sunset Monday through Friday. Unless otherwise described in the Contract, the Contractor may commence work and end work daily in accordance with the Sunrise/Sunset Table. The Sunrise/Sunset table may be accessed 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, storms producing lightning, heavy rain, hail, strong winds, or flooding.
 - c. Contractors shall not Work at night.
 - d. Work on Saturdays is allowed with prior approval of the Region. Contractors shall contact the Region Vegetation Manager or Region Superintendent at least 48 hours in advance of Saturday work to obtain approval. Approval shall be requested by e-mail and the Region will respond to the request by e-mail.
 - e. Work on Sundays is prohibited; however, Contractors may perform routine service and equipment repairs on Sundays provided all equipment and vehicles are off the road.
 - f. Contractors shall not Work on the Independence Day Holiday. 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 for the satisfactory completion of Work within the Contract Time.

Invoices and Payment:

Contractors are 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 the use of the internet

reporting system.

The Department will inspect mow route assets once reported as complete 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. The asset will not be processed for payment until the Contractor completes Work on the asset 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.

Payment for assets is based on the bid price quoted in the Schedule of Items. 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 for:

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
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

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 A. Delete the section and replace with the following:

"The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.

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

Amend this Section by adding the following:

“103.1a Tie Bids - In the case where two responsive bids from responsible bidders are equal monetarily, the Department shall determine the apparent low bidder by flipping a coin. The coin shall have sides clearly marked as heads and tails. The contractor whose first letter in their official company name that comes first in the alphabet shall be heads.

If there are three bids, each bidder will flip the coin and the bidder with the odd toss will be the winner. (i.e. if the results are two heads and a tails, the bidder who had tails is the winner). For a three way tie, bidders may flip their own coin or have the Contracts Engineer flip for them.

The coin flip will occur at the next bid opening by the Contracts and Specifications Engineer or a designee. The tied bidders may attend the coin flip in person or watch on the internet as they choose.”

In 103.3.2 Notice of Determination Revise this section by removing sections A – M and replacing with the following A - K:

- (A) Default(s) or termination(s) on past or current Contracts.
- (B) Failure on past or current Contracts to pay or settle all bills for labor, Materials or services; to comply with directives of the Department, to fulfill warranty obligations, or to provide Closeout Documentation.
- (C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- (D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- (E) Failure to accept an Award of a Contract made by the Department.
- (F) Failure to provide information requested by the Department in a timely manner.

(G) Debarment, suspension or a denial of prequalification or ‘award of contract’ by any federal, State, or local governmental procurement agency or the Contractor’s Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the “Rules Regarding Debarment of Contractors”, Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).

(H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.

(I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.

(J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.

(K) Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is “Not Qualified”.

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 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.