

ROADSIDE MOWING
Non-Interstate
REGION 2
AREAS ONE THROUGH FOUR

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 Non-Interstate Region 2 Areas One through Four
 - Region: 2
 - 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 Region 2 Areas One through Four
Region: 2
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 Region 2 Areas One through Four
Region: 2
Date of Bid Opening:
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.

RFI No: _____

Date _____ **Time** _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s):_____

Request by: _____
Company Name:_____ **Phone:(_____)**_____

Email: _____ **Fax:** (____) _____

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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 2 Areas One through Four**" 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 2 in the Counties of Androscoggin, Kennebec, Sagadahoc, Somerset, Lincoln, Knox, and Waldo

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.

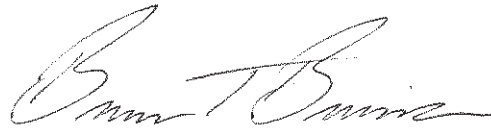
Each Bid must be made upon blank forms provided by the Department.

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 2
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: _____

Area One

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	345.51	CLM	\$	\$

Area Two

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	264.14	CLM	\$	\$

Roadside Mowing Non-Interstate
Region 2
Areas One through Four
January 30, 2019

Area Three

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	420.8	CLM	\$	\$

Area Four

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	420.99	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 021162.19R2** for **Roadside Mowing Non-Interstate Region 2 Areas One through Four**, in the Counties of Androscoggin, Kennebec, Sagadahoc, Somerset, Lincoln, Knox, and Waldo 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 021162.19R2** for **Roadside Mowing Non-Interstate Region 2 Areas One through Four** 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):

☐ Area One ☐ Area Two ☐ Area Three ☐ Area Four

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 021162.19R2** for **Roadside Mowing Non-Interstate Region 2 Areas One through Four**, in the Counties of Androscoggin, Kennebec, Sagadahoc, Somerset, Lincoln, Knox, and Waldo 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 021162.19R2** for **Roadside Mowing Non-Interstate Region 2 Areas One through Four** 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):

☐ Area One ☐ Area Two ☐ Area Three ☐ Area Four

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 2 Areas One through Four**, in the Counties of Androscoggin, Kennebec, Sagadahoc, Somerset, Lincoln, Knox, 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 2 Areas One through Four**, 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):

☐ Area One ☐ Area Two ☐ Area Three ☐ Area Four

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).]

Region 2 - Area 1

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-894934	Damariscotta	Damariscotta	Biscay Rd to Rt 1	1.36	US RT 1B
MR-907713	Woolwich	Wiscasset	Rt 127 to Birch Point Rd	8.04	US RT 1
MR-907714	Edgcomb	Newcastle	Eddy Rd to Rt 215	6.89	US RT 1
MR-907716	Wales	West Gardiner	Sabattus TL to Gardiner TL	15.73	Rt 9
MR-907717	Bowdoinham	Gardiner	Topsham TL to Gardiner C/L	18.02	Rt 24
MR-907718	Gardiner	Gardiner	S Gardiner C/L to Gardiner C/L	2.15	Rt 24
MR-894935	Boothbay	Edgcomb	Country Club Rd to Rt 1	9.42	Rt 27
MR-894936	Wiscasset	Randolph	Rt 1 to Rt 9	17.02	Rt 27
MR-894937	Southport	Southport	Rt 238 to Rt 238	4.87	Rt 27
MR-894939	Bristol	Bremen	Rt 130 to Waldoboro TL	15.54	Rt 32
MR-920151	Waldoboro	Waldoboro	Bremen TL to Rt 1	4.08	Rt 32
MR-894942	Boothbay Harbor	Boothbay	Rt 27 to Middle St	5.73	Rt 96
MR-907719	Bowdoin	Bowdoin	Lisbon TL to Rt 201	4.24	Rt 125
MR-907720	Bowdoin	Bowdoinham	Rt 201 to Rt 24	3.24	Rt 125
MR-894946	Arrowsic	Georgetown	Wilder Mem Br to Seguinland Rd	10.04	Rt 127
MR-907721	Dresden	Woolwich	Rt 27 to Rt 1	14.64	Rt 127
MR-907724	Dresden	Woolwich	Rt 27 to Rt 127	15.2	Rt 128
MR-894947	Damariscotta	Damariscotta	School St to Bristol TL	1.25	Rt 129
MR-920149	Bristol	South Bristol	Damariscotta TL to Middle Rd	11.41	Rt 129
MR-894950	Bristol	Bristol	Rt 129 to Pemaquid Loop Rd	11.46	Rt 130
MR-907725	Bowdoin	Bowdoinham	Rt 201 to Rt 125	1.32	Rt 138
MR-907726	Bowdoinham	Richmond	Rt 125 to Rt 201	7.23	Rt 138
MR-894951	Wiscasset	Westport Island	Rt 1 to W Shore Rd	8.33	Rt 144
MR-907727	Wales	Richmond	Sabattus TL to Rt 24	14.64	Rt 197
MR-907728	Richmond	Dresden	Rt 24 to Rt 127	2.61	Rt 197
MR-907729	Bowdoin	Gardiner	Topsham TL to Old Brunswick Rd	17.21	US Rt 201
MR-894956	Newcastle	Newcastle	Rt 1B to Rt 215 S	1.8	Rt 215
MR-894959	Wiscasset	Alna	Deer Ridge Rd to Head Tide Rd	7.51	Rt 218

Region 2 - Area 1

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-894960	Southport	Southport	Rt 27 to Town Landing Rd	3.73	Rt 238
MR-907730	Farmingdale	Farmingdale	(Maple St) Litchfield Rd to School House Dr	2.01	Maple St
MR-907731	Litchfield	Hallowell	(Hallowell Rd) Rt 197 to Middle St	14.53	Hallowell Rd
MR-907732	Litchfield	West Gardiner	(Plains Rd) Hallowell Rd to Gardiner TL	9.44	Plains Rd
MR-907733	Litchfield	Richmond	(Thorofare Rd) Plains Rd to Rt 201	0.83	Thorofare Rd
MR-907734	West Gardiner	West Gardiner	(High St) Litchfield Rd to Gardiner TL	4.72	High St
MR-907870	Bowdoinham	Richmond	(White Rd) Rt 24 to Rt 197	4.59	White Rd
MR-907872	Richmond	Richmond	(Alexander Reed Rd) Rt 201 to Rt 197	5.68	Alexander Reed Rd
MR-894962	Alna	Newcastle	(Sheepscot Rd) Rt 218 to Rt 1	4.04	Sheepscot Rd
MR-894964	Bremen	Bremen	(Turner Rd) Biscay Rd to Rt 32	3.03	Turner Rd
MR-894965	Bremen	Damariscotta	(Biscay Rd) Rt 32 to Rt 1B	5.1	Biscay Rd
MR-894966	Edgecomb	Edgecomb	(McKay Rd) Rt 27 to River Rd	1.66	McKay Rd
MR-894967	Wiscasset	Alna	(W Alna Rd) Rt 218 to Rt 218	6.89	W Alna Rd
MR-894977	Boothbay	Boothbay	(Country Club Rd) Rt 27 to Beath Rd	0.95	Country Club Rd
MR-894984	Edgecomb	Edgecomb	(Eddy Rd) Rt 27 to Rt 1	1.55	Eddy Rd
MR-894986	Boothbay	Boothbay	(Barters Is Rd) Kimballtown Rd to Rt 27	2.61	Barters Is Rd
MR-894988	Wiscasset	Wiscasset	(Birch Pt Rd) Rt 144 to Rt 1	1.9	Birch Pt Rd
MR-894989	Boothbay	Newcastle	(River Rd) Rt 27 to Snead Spur	9.4	River Rd
MR-894990	South Bristol	Bristol	(Harrington Rd) Rt 129 to Rt 130	2.81	Harrington Rd
MR-894994	Bristol	Bristol	(Snowball Hill Rd) Rt 130 to Rt 130	2.2	Snowball Hill Rd
MR-894996	Boothbay Harbor	Boothbay	(Lakeside Dr) Rt 27 to Barter Is Rd	2.21	Lakeside Dr
MR-894997	Georgetown	Georgetown	(Seguinland Rd) Reid State Park to Rt 127	2.11	Seguinland Rd
MR-894998	Damariscotta	Damariscotta	(School St) Rt 129 to Rt 1B	0.86	School St
MR-907874	Bowdoin	Bowdoin	(Store Rd) Rt 125 to Lisbon TL	0.81	Store Rd
MR-907876	Bowdoin	Litchfield	(Meadow Rd) Topsham TL to Rt 197	9.98	Meadow Rd
MR-894999	Newcastle	Newcastle	(Snead Spur) Rt 1 to Rt 1B	0.89	Snead Spur

Region 2 - Area 2

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-906789	Augusta	Belgrade	Augusta C/L to Smithfield TL	15.41	Rt 8
MR-906795	Belgrade	Oakland	Rt 8 to Summer St	4.64	Rt 11
MR-906798	Oakland	Oakland	Rt 137 to Country Club Rd	1	Rt 11
MR-906809	Manchester	Readfield	Myrtle St to Fayette TL	9.86	Rt 17
MR-906810	Sidney	Oakland	Rt 8 to Middle Rd	10.67	Rt 23
MR-906814	Oakland	Fairfield	Municipal Dr to Rt 201	8.23	Rt 23
MR-906816	Fairfield	Clinton	Rt 201 to Canaan TL	3.16	Rt 23
MR-895215	Belgrade	Rome	Rt 8 to New Sharon TL	10.99	Rt 27
MR-906817	Winthrop	Readfield	Main St to Rt 17	5.94	Rt 41
MR-906818	Readfield	Mount Vernon	Rt 17 to Vienna TL	8.99	Rt 41
MR-906820	Augusta	Waterville	Patrick St to Waterville C/L	12.58	Rt 104
MR-906822	Waterville	Fairfield	Waterville TL to Skowhegan TL	8.11	Rt 104
MR-906825	Leeds	Leeds	Rt 202 Leeds to Livermore Falls TL	11.79	Rt 106
MR-906827	Wales	Monmouth	Sabattus TL to Rt 202	9.85	Rt 132
MR-906829	Winthrop	Wayne	Rt 41 to Livermore Falls TL	8.02	Rt 133
MR-906832	Monmouth	Winthrop	Rt132 to Rt202	9.67	Rt 135
MR-906833	Winthrop	Readfield	Rt 202 to Rt 17	3.16	Rt 135
MR-906836	Readfield	Belgrade	Rt 17 to Rt 27	9.5	Rt 135
MR-906838	Oakland	Oakland	Gage Rd to Smithfield TL	4.27	Rt 137
MR-906839	Fairfield	Fairfield	Sheridan Dr to Rt 104	1.78	Rt 139
MR-906840	Fairfield	Fairfield	Rt 104 to Norridgewock TL	4.49	Rt 139
MR-906850	Fairfield	Fairfield	Scott Ave to Skowhegan TL	6.09	US Rt 201
MR-906851	Greene	Manchester	Lewiston TL to Augusta TL	22.74	US Rt 202
MR-906853	Leeds	Leeds	River Road to Rt 106	1.84	Rt 219
MR-906854	Leeds	Wayne	Rt 106 Leeds to Rt 133	2.8	Rt 219

Region 2 - Area 2

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-906855	Rome	Rome	Rt 27 to Smithfield TL	4.93	Rt 225
MR-906856	Greene	Greene	(Allen Pond Rd) Rt 202 to Church Hill Rd	5.97	Allen Pond Rd
MR-906857	Augusta	Oakland	(Bog Rd) Augusta C/L to Rt 23	11.2	Bog Rd
MR-906860	Wales	Leeds	(Leeds Junction Rd) Rt 132 to Rt 202	2.87	Leeds Junction Rd
MR-906861	Sidney	Sidney	(Lyons Rd) Middle Rd to Rt 104	1.79	Lyons Rd
MR-906863	Oakland	Waterville	(Webb Rd) Rt 23 to Mitchell Rd	2.08	Webb Rd
MR-906868	Greene	Greene	(Sawyer Rd) Lewiston TL to Rt 202	5.46	Sawyer Rd
MR-906960	Monmouth	Litchfield	(Cobbossee Rd) Rt 132 to Hollowell Rd	6.04	Cobbossee Rd
MR-906961	Readfield	Mount Vernon	(North Road) Rt 17 to Rt 41	10.19	North Road
MR-906962	Mount Vernon	Belgrade	(Belgrade Rd) North Rd to Rt 27	6.62	Belgrade Rd
MR-906963	Litchfield	Manchester	(Neck Rd) Hollowell Rd to Rt 202	8.41	Neck Rd
MR-906964	Hallowell	Hallowell	(Whitten Road) Winthrop St to Augusta C/L	0.41	Whitten Road
MR-1003545	Oakland	Waterville	(Trafton Rd) Middle Rd to W River Rd	2.59	Trafton Rd

Region 2 - Area 3

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-906974	Stockton Springs	Winterport	Rt 1 to Hampden TL	16.09	US Rt 1A
MR-906976	Belfast	Prospect	Belfast C/L to Rt 174	15.02	US Rt 1
MR-906979	China	Montville	Lakeview Dr to Searsmont TL	19.11	Rt 3
MR-906979	Morrill	Belfast	Searsmont TL to Belfast C/L	8.2	Rt 3
MR-906980	Belfast	Jackson	Doak Rd to Dixmont TL	17.18	Rt 7
MR-906981	Benton	Burnham	River Rd to Pittsfield TL	12.41	Rt 11
MR-906986	China	Winslow	Rt 202 to Winslow C/L	10.31	Rt 32
MR-906993	Winterport	Winterport	Hampden TL to Rt 1A	5.75	Rt 69
MR-906994	Winslow	Benton	Smiley Ave to Libby St	3.35	Rt 100A
MR-906996	Belmont	Belmont	Searsmont TL to Rt 3	1.46	Rt 131
MR-906997	Belmont	Swanville	Rt 3 to Rt 141	15.56	Rt 131
MR-906998	Belfast	Albion	Rt 7 to Rt 202	19.9	Rt 137
MR-906999	China	Winslow	Rt 202 to Rt 201	7.36	Rt 137
MR-907000	Winterport	Unity	Rt 69 to Rt 202	28.62	Rt 139
MR-907002	Unity	Benton	Rt 202 to Rt 100	11.71	Rt 139
MR-907003	Belfast	Monroe	Belfast C/L to Rt 139	10.91	Rt 141
MR-907012	Montville	Liberty	Searsmont TL to Rt 220	3.29	Rt 173
MR-907015	Prospect	Prospect	Rt 1A to Rt 1	3.82	Rt 174
MR-907016	Vassalboro	Winslow	Augusta TL to Winslow C/L	11.06	US Rt 201
MR-907017	Augusta	Troy	Church Hill Rd to Dixmont TL	39.81	US Rt 202
MR-907029	Liberty	Thorndike	Rt 173 to Rt 139	15.78	Rt 220
MR-907030	Unity	Unity	Rt 139 to Rt 202	0.45	Rt 220
MR-907031	Troy	Troy	Rt 202 to Detroit TL	5.09	Rt 220
MR-907032	Knox	Brooks	(Webb Rd) Rt 137 to Rt 139	4.02	Webb Rd
MR-907033	Troy	Troy	(Rogers Rd) Rt 202 to Rt 220	1.64	Rogers Rd
MR-907034	Montville	Freedom	(Freedom Pd Rd) Rt 220 to Rt 137	1.96	Freedom Pd Rd
MR-907035	Winterport	Frankfort	(Loggin Rd) Rt 139 to Rt 1A	4.1	Loggin Rd
MR-907036	Searsport	Frankfort	(Mt Ephraim Rd) Goodell St to Loggin Rd	11.47	Mt Ephraim Rd

Region 2 - Area 3

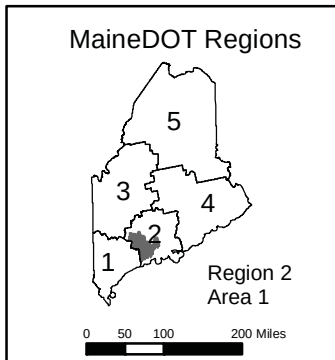
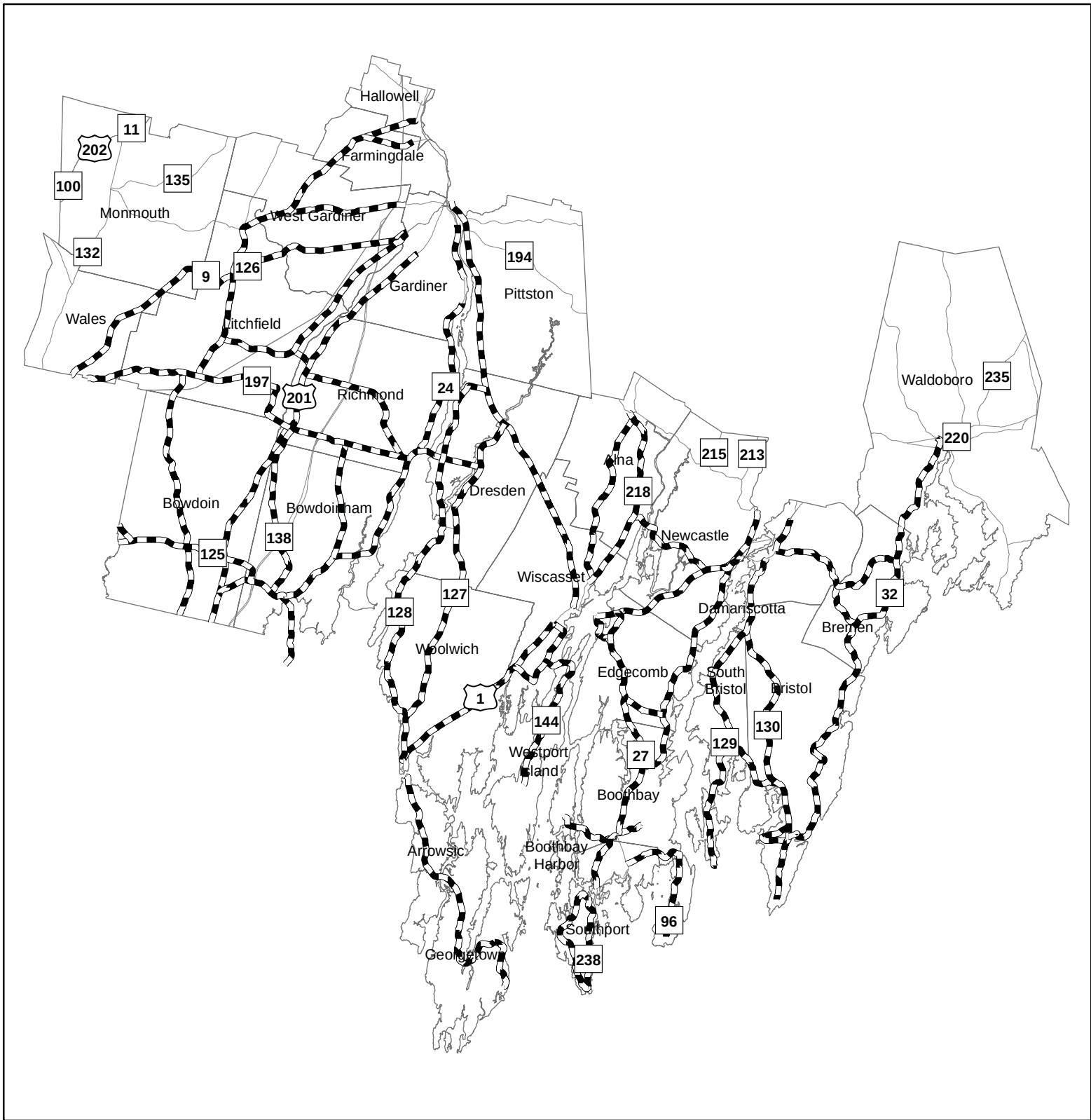
Display Code	Begin Town	End Town	Description	Length	Route Name
MR-907037	Swanville	Swanville	(Frankfort Rd) Rt 141 to W Park Ln	1.28	Frankfort Rd
MR-907039	Stockton Springs	Stockton Springs	(Cape Jellison Rd) Lighthouse Rd to Rt 1	2.49	Cape Jellison Rd
MR-907040	Searsport	Prospect	(Nickels Rd) Mt Ephraim Rd to Rt 1A	5.16	Nickels Rd
MR-907041	Swanville	Searsport	(N Searsport Rd) Rt 141 to Mt Ephraim Rd	3.25	N Searsport Rd
MR-907044	Palermo	Freedom	(N Palermo Rd) Branch Mills Rd to Rt 137	11.12	N Palermo Rd
MR-907046	Morrill	Morrill	(Higgins Hill Rd) Rt 3 to Rt 131	2.37	Higgins Hill Rd
MR-907096	Belmont	Belmont	(Howard Rd) Searsmont TL to Rt 131	2.04	Howard Rd
MR-907097	Morrill	Belfast	(Poors Mills Rd) Rt 131 to Belfast C/L	5.87	Poors Mills Rd
MR-907099	Liberty	Montville	(Trues Pond Rd) Rt 173 to Rt 3	1.79	Trues Pond Rd
MR-907100	Unity	Unity	(Prairie Rd) Rt 139 to Burnham TL	1.67	Prairie Rd
MR-907101	Palermo	Palermo	(Branch Mills Rd) Rt 3 to China TL	0.97	Branch Mills Rd
MR-907102	Freedom	Freedom	(Albion Rd) Albion TL to N Palermo Rd	0.6	Albion Rd
MR-907103	Troy	Troy	(Burnham Rd) Burnham TL to Rt 220	1.07	Burnham Rd
MR-907104	Winterport	Winterport	(Back Winterport Rd) Hampden TL to Rt 1A	2.36	Back Winterport Rd
MR-907105	Burnham	Burnham	(Troy Rd) Rt 100 to Troy TL	6.08	Troy Rd
MR-907106	Burnham	Burnham	(S Horseback Rd) Unity TL to Troy Rd	3.99	S Horseback Rd
MR-907107	Winslow	Benton	(Garland Rd) Winslow C/L to Rt 139	5.02	Garland Rd
MR-907108	Winslow	Albion	(Albion Rd) Garland Rd to Rt 202	7.54	Albion Rd
MR-907110	Benton	Albion	(Albion Rd) Falls Rd to Rt 202	7.05	Albion Rd
MR-906965	Winslow	Clinton	(Benton Av) Winslow TL to Rt 23	8.85	Benton Av
MR-906966	Benton	Benton	(Gogan Road) Rt 139 to McCarthy Rd	1.9	Gogan Road
MR-906967	Clinton	Clinton	(Baker St) Rt 11 to Rt 23	6.97	Baker St
MR-907114	Albion	Albion	(S Freedom Rd) Freedom TL to Rt 202	4.15	S Freedom Rd
MR-907125	Vassalboro	China	(Webber Pd Rd) Rt 201 to Rt 202	14.29	Webber Pd Rd
MR-907127	Vassalboro	Vassalboro	(Oak Grove Rd) Rt 201 to Rt 32	3.13	Oak Grove Rd
MR-907130	China	China	(Alder Park Rd) Rt 3 to Rt 202	1.76	Alder Park Rd
MR-907132	Searsport	Searsport	(Sears Island Rd) From Gate to Rt 1	2.6	Sears Island Rd

Region 2 - Area 4

Display Code	Begin Town	End Town	Description	Length	Route Name
MIR-907145	Newcastle	Thomaston	SB OFF RAMP at Rt 215 to Rt 131	20.25	US Rt 1
MIR-920177	Rockport	Northport	Warrenton St to Belfast TL	21.3	US Rt 1
MIR-895214	Randolph	Chelsea	Rt 27 to Augusta TL	4.54	Rt 9
MIR-895213	Rockland	Augusta	Rockland C/L to Augusta C/L	38.51	Rt 17
MIR-907146	Waldoboro	Jefferson	Rt 1 to Rt 17	14.22	Rt 32
MIR-907147	Windsor	China	Rt 17 to Rt 202	8.53	Rt 32
MIR-906991	Lincolnville	Belfast	Rt 173 to Belfast C/L	10.88	Rt 52
MIR-907151	Camden	Lincolnville	Gould St to Rt 173	5.42	Rt 52
MIR-907152	Owls Head	Saint George	N Shore Dr to Rt 131	8.82	Rt 73
MIR-907153	Warren	Rockport	Rt 1 to Rt 1	10.81	Rt 90
MIR-907155	Warren	Friendship	Rt 1 to Rt 220	9.49	Rt 97
MIR-895228	Augusta	Camden	Church Hill Rd to Mt Battie St	44.86	Rt 105
MIR-895216	Pittston	Jefferson	Rt 27 to Rt 32	15.57	Rt 126
MIR-895217	Jefferson	Washington	Rt 32 to Rt 220	4.71	Rt 126
MIR-895229	Union	Appleton	Rt 17 to Burkerville Rd	3.24	Rt 131
MIR-907182	Saint George	Thomaston	From the Ocean to Rt 1	14.12	Rt 131
MIR-907183	Thomaston	Union	Rt 1 to Rt 17	10.42	Rt 131
MIR-907184	Appleton	Appleton	Rt 105 to Searsmont TL	0.7	Rt 131
MIR-907185	Lincolnville	Lincolnville	Rt 1 to Rt 52	5.14	Rt 173
MIR-907186	Lincolnville	Lincolnville	Rt 52 to Searsmont TL	2.04	Rt 173
MIR-895219	Pittston	Newcastle	Rt 27 to Rt 215	16.54	Rt 194
MIR-895233	Washington	Washington	Rt 17 to Rt 105	1.57	Rt 206
MIR-894955	Newcastle	Jefferson	Rt 215 to Rt 126	9.26	Rt 213
MIR-895223	Newcastle	Jefferson	Rt 215 S to Rt 126	12.85	Rt 215
MIR-895224	Jefferson	Jefferson	Rt 126 to Rt 32	2.49	Rt 215
MIR-895220	Alna	Whitefield	Head Tide Rd to Rt 194	4.46	Rt 218
MIR-895221	Whitefield	Whitefield	Rt 194 to Rt 126	4.37	Rt 218

Region 2 - Area 4

Display Code	Begin Town	End Town	Description	Length	Route Name
MIR-895222	Whitefield	Whitefield	Rt 126 to Rt 17	3.09	Rt 218
MIR-895230	Friendship	Washington	Rt 97 to Razorville Rd	22.26	Rt 220
MIR-907187	Liberty	Liberty	Rt 105 to Rt 173	5.84	Rt 220
MIR-895218	Randolph	Chelsea	Rt 27 to Rt 17	5.5	Rt 226
MIR-895231	Waldoboro	Union	Rt 1 to Rt 17	9.38	Rt 235
MIR-907188	Union	Hope	Rt 17 to Rt 105	7.02	Rt 235
MIR-907189	Hope	Lincolnville	Rt 105 to Rt 52	3.01	Rt 235
MIR-895232	Somerville	Palermo	(Turner Ridge Rd) Rt 105 to Rt 3	5.57	Turner Rd
MIR-907225	Hope	Camden	(Barnstown Rd) Rt 235 to Rt 1	7.02	Barnstown Rd
MIR-907233	Owls Head	Owls Head	(N & S Shore Dr) Ash Pt Dr to Ash Pt Dr	4.91	N & S Shore Dr
MIR-907236	South Thomaston	Thomaston	(Buttermilk Ln) Rt 73 to Buttermilk Dr	2.4	Buttermilk Ln
MIR-907245	South Thomaston	Owls Head	(Dublin Rd) Rt 73 to Rt 73	4.01	Dublin Rd
MIR-907259	Warren	Union	(Wottons Mill Rd) Rt 131 to Rt 17	3.86	Wottons Mill Rd
MIR-907274	Waldoboro	Cushing	(Finn Twn Rd) Rt 220 to Rt 97	3.74	Finn Twn Rd
MIR-907290	Cushing	Thomaston	(Pleasant Pt Rd) Stones Pt Rd to Sunrise Ter	10.44	Pleasant Pt Rd
MIR-907292	Cushing	Cushing	(Cross Rd) Rt 97 to Pleasant Pt Rd	1.56	Cross Rd
MIR-907293	Waldoboro	Waldoboro	(Manktown Rd) Rt 1 to Rt 235	3.03	Manktown Rd
MIR-894961	Nobleboro	Jefferson	(E Pond Rd) Rt 1 to Rt 32	6.95	E Pond Rd
MIR-907305	China	China	(Weeks Mills Rd) Dirigo Rd to Rt 32	2.3	Weeks Mills Rd
MIR-894963	Damariscotta	Nobleboro	(Center St) Rt 1 to Rt 1	2.74	Center St
MIR-907310	Waldoboro	Waldoboro	(Main St) Rt 1 to Rt 32	1.25	Main St

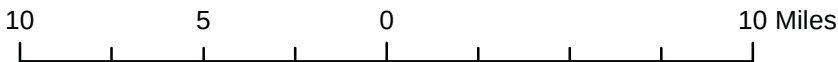


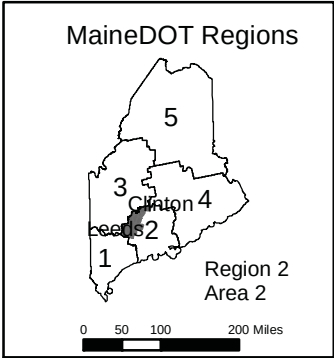
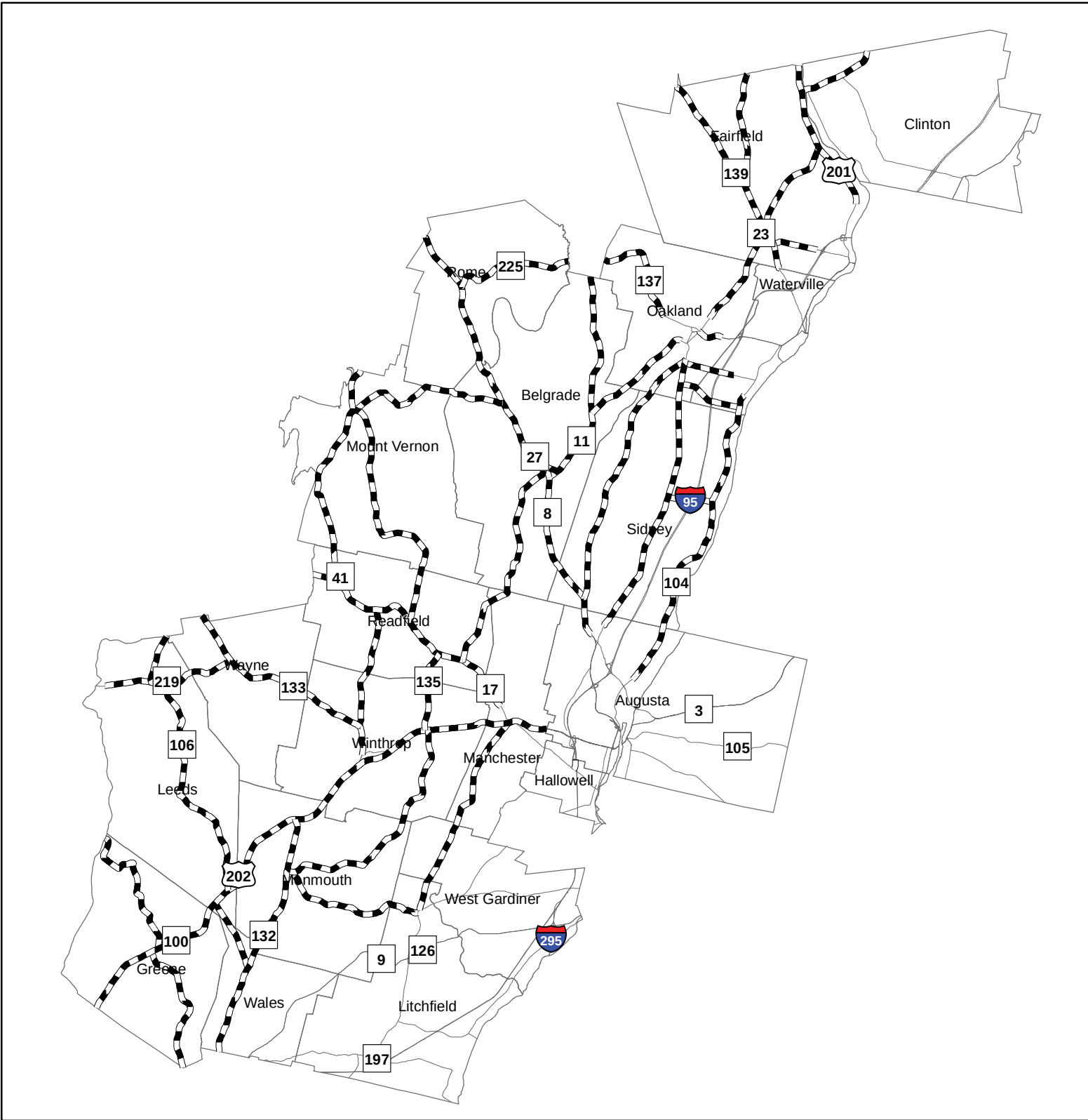
Roadside Mow Routes Region 2 Area 1

345.51 - Total Center Line Miles
691.02 Shoulder Miles



 **Mow Routes**





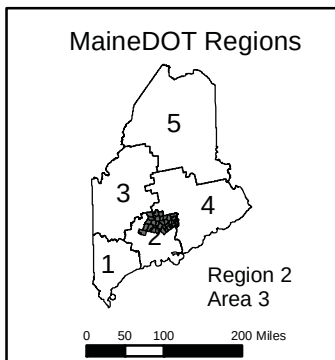
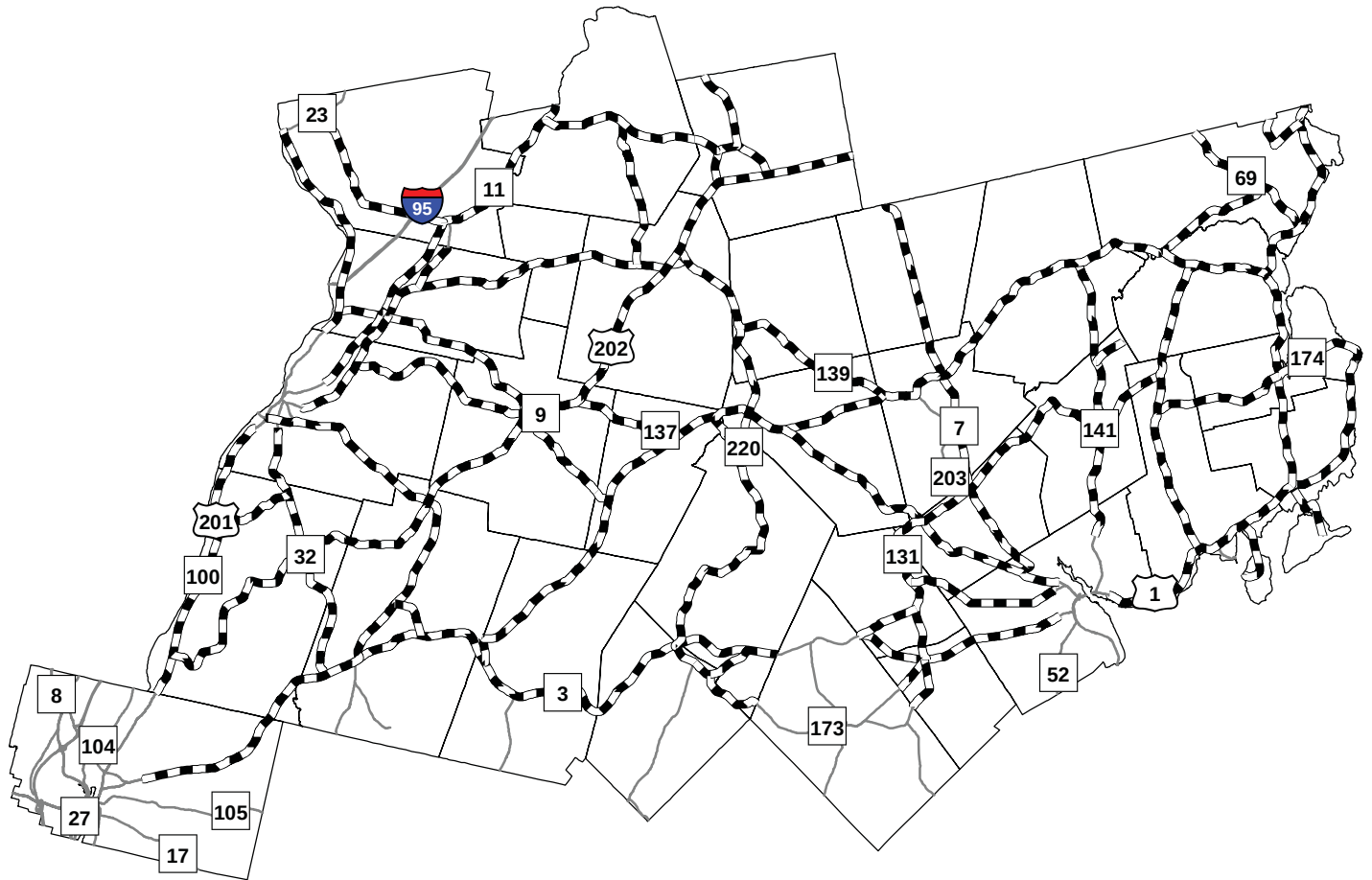
Roadside Mow Routes Region 2 Area 2

262.14 - Total Center Line Miles
524.28 Shoulder Miles



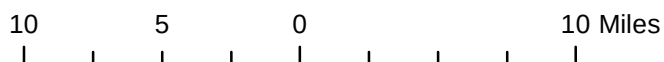
 Mow Routes



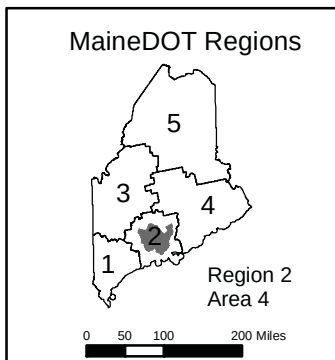
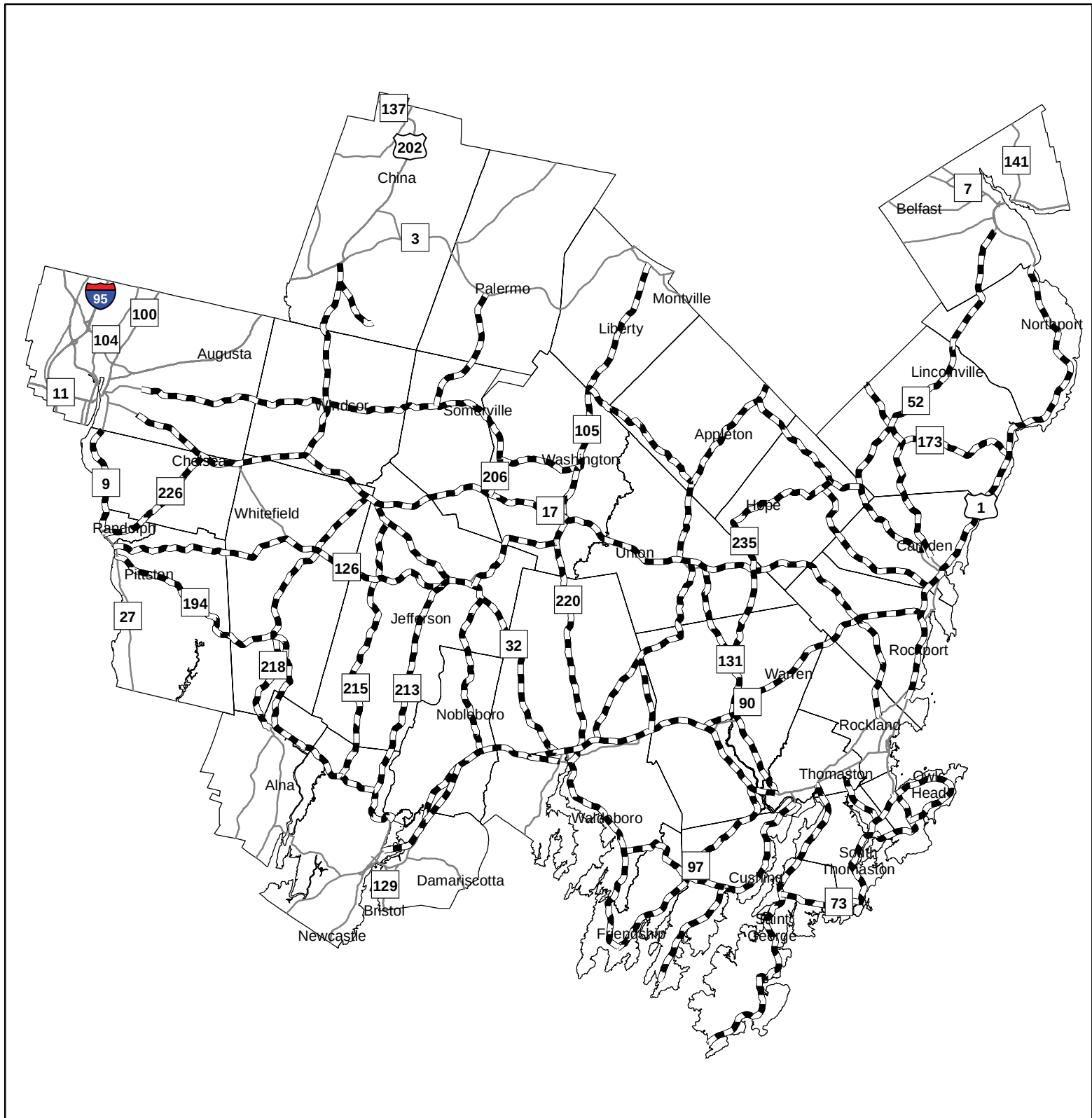


Roadside Mow Routes Region 2 Area 3

420.8 - Total Center Line Miles
841.6 Shoulder Miles



— — — — — Mow Routes

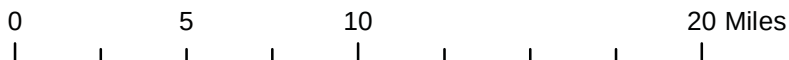


Roadside Mow Routes Region 2 Area 4

420.99 - Total Center Line Miles
841.98 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 2 for the Maine Department of Transportation in Areas One through Four.

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. 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.
23. 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.