

Service & Construction

Controlled Access Highway and Interstate Mowing including Litter Removal

Region 4, Area 1 – WIN 025924.00

Region 4, Area 2 – WIN 025926.00

Region 4, Area 3 - WIN 025928.00

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 and signed Contract Agreement, Offer & Award form 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 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 and/or Title: **Controlled Access Highway and Interstate Mowing Including Litter Removal**
Towns, Regions or Location: **Region 4 Areas 1, 2, 3**
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 and/or Title: **Controlled Access Highway and Interstate Mowing Including Litter Removal**
Towns, Regions or Location: **Region 4 Areas 1, 2, 3**
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’s Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

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 and/or Title: **Controlled Access Highway and Interstate Mowing Including Litter Removal**
Towns, Regions or Location: **Region 4 Areas 1, 2, 3**
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 **Controlled Access Highway and Interstate Mowing Including Litter Removal in Region 4**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **May 8, 2019** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 025924.00 Controlled Access Highway and Interstate Mowing Including Litter Removal Region 4 Area 1
WIN 025926.00 Controlled Access Highway and Interstate Mowing Including Litter Removal Region 4 Area 2
WIN 025928.00 Controlled Access Highway and Interstate Mowing Including Litter Removal Region 4 Area 3

Location: Region 4 in the counties of Kennebec, Waldo, Somerset, and Penobscot.

Outline of Work: Mowing and litter removal along interstate and controlled access highways in Regions 4, and other incidental work.

Contractor may bid on one or more Areas within Region 4 and any combination of Areas.

The basis of award will be apparent low bidder by 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 Augusta, Bangor and Scarborough. 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
April 24, 2019



DAVID BERNHARDT, DIRECTOR
BUREAU OF MAINTENANCE & OPERATIONS

WIN 025924.00 Region 4, Area 1
WIN 025926.00 Region 4, Area 2
WIN 025928.00 Region 4, Area 1
Controlled Access Highway and Interstate Mowing Including Litter Removal
April 14, 2011
Supersedes August 3, 2004

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)

WIN 025924.00 Region 4, Area 1
WIN 025926.00 Region 4, Area 2
WIN 025928.00 Region 4, Area 3
Controlled Access Highway and Interstate Mowing Including Litter Removal
April 1, 2019

SCHEDULE OF ITEMS
Controlled Access Highway and Interstate Mowing
Maine Department of Transportation

Bidders may Bid all Areas or any combination of Areas in Region 4. Bidders are required to Bid all items in each Area Bid.

Refer to SPECIAL PROVISION, WORK SCHEDULE for Work Schedule descriptions and time frames within which the Work shall be done in each Area.

Print Respondent's Name and Title

Signature

Date

Region 4, Area 1

Work Area Description: Interstate 95 Northbound and Southbound from the Kennebec River in the Town of Benton at Mile 133.8 to the crossover at Mile 178.9 in the Town of Hampden, including all interchanges and interchange ramps.

Refer to Region 4, Area 1 Work Schedule for description of time allowed for each

Item	Description	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u> each mowing (per acre cost)	<u>Total Cost</u> (Unit Cost times Quantity)
1	<u>Initial Litter Removal</u> done prior to Mowing 15-foot swath	726	Acre	\$	\$
2	<u>Mow 15-foot swath</u> from pavement edge on <u>all Inslopes</u> NB & SB <u>and</u> for all interchange ramps.	281	Acre	\$	\$
3	<u>Mow all Inslopes and Backslopes</u> NB & SB and <u>all</u> Inslope and Backslope areas for all interchange ramps.	726	Acre	\$	\$
Region 4, Area 1 Total					\$

Region 4, Area 2

Work Area Description:

- Interstate 95 Northbound and Southbound from the crossover at Mile 178.9 in the Town of Hampden to the crossover at Mile 199.1 in the Town of Old Town, including all interchanges and interchange.
- Interstate 395 Eastbound and Westbound from the Odlin Road in the Town Bangor to the intersection of Route 1A in the Town of Brewer, including all interchanges and interchange ramps.
- The Route 202 Connector from Interstate 395 in the Town of Bangor to the intersection of Route 9 and 202 in the Town of Hampden

Refer to Region 4, Area 2 Work Schedule for description of time allowed for each Item

Item	Description	Quantity	Unit	Unit Cost each mowing (per acre cost)	Total Cost (Unit Cost times Quantity)
1	<u>Initial Litter Removal</u> All Area 2	351	Acre	\$	\$
2	<u>First Inslope Mowing Bangor Area</u> I-95 Mile 178.9 to Mile 187.7 77 Acres I-395 Odlin Road to Route 1A 78 Acres Route 202 Connector 22 Acres	177	Acre	\$	\$
3	<u>First Inslope Mowing North of Bangor</u> I-95 Mile 187.7 to 199.1 90 Acres	90	Acre	\$	\$
4	<u>Inslope and Backslope Mowing</u> for all Inslopes and Backslopes including all ramps as assigned to the Contractor	331	Acre	\$	\$
Region 4, Area 2 Total					\$

Region 4, Area 3

Work Area Description:

- Interstate 95 Northbound and Southbound from the crossover at Mile 199.1 in the Town of Old Town to the crossover at Mile 232.3 in the Township of T2 R8 NWP, including all interchanges and interchange ramps.

Refer to Region 4, Area 3 Work Schedule for description of time allowed for each Item

Item	Description	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u> each mowing (per acre cost)	<u>Total Cost</u> (Unit Cost times Quantity)
1	<u>Initial Litter Removal</u>	820	Acre	\$	\$
2	<u>Inslope and Backslope</u> for all inslopes and backslopes including all ramps	820	Acre	\$	\$
Region 4, Area 3 Total					\$

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, **Controlled Access Highway and Interstate Mowing Including Litter Removal in Region 4, Area 1-WIN 025924.00, Area 2 - WIN 025926.00, and Area 3 WIN 025928.00, in the counties of Kennebec, Waldo, Somerset, and Penobscot**, Maine. The Work includes mowing and litter removal, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, required to perform the Work including quality control including inspection, and 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 **April 1, 2019** or when executed whichever is later and expires on **March 31, 2020**. The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 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 and the amount of this offer is

\$ _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents, 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, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement contained herein for completion of: **Controlled Access Highway and Interstate Mowing Including Litter Removal in Region 4, Area 1-WIN 025924.00, Area 2 - WIN 025926.00, and Area 3 WIN 025928.00, in the counties of Kennebec, Waldo, Somerset, and Penobscot**, State of Maine, 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 tools, equipment and labor to complete 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:

☐ Area 1 ☐ Area 2 ☐ Area 3

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

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, **Controlled Access Highway and Interstate Mowing Including Litter Removal in Region 4, Area 1-WIN 025924.00, Area 2 - WIN 025926.00, and Area 3 WIN 025928.00, in the counties of Kennebec, Waldo, Somerset, and Penobscot**, Maine. The Work includes mowing and litter removal, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, required to perform the Work including quality control including inspection, and 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 **April 1, 2019** or when executed whichever is later and expires on **March 31, 2020**. The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 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 and the amount of this offer is

\$ _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents, 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, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement contained herein for completion of: **Controlled Access Highway and Interstate Mowing Including Litter Removal in Region 4, Area 1-WIN 025924.00, Area 2 - WIN 025926.00, and Area 3 WIN 025928.00, in the counties of Kennebec, Waldo, Somerset, and Penobscot**, State of Maine, 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 tools, equipment and labor to complete 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:

☐ Area 1 ☐ Area 2 ☐ Area 3

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

CONTRACT AGREEMENT, OFFER & AWARD

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(Contractor)

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

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A. The Work.

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B. Time.

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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.

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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.

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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.

SAMPLE

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for:

☐ Area 1 ☐ Area 2 ☐ Area 3

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

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).]

WIN 025924.00 Region 4, Area 1
WIN 025926.00 Region 4, Area 2
WIN 025928.00 Region 4, Area 3
Controlled Access Highway and Interstate Mowing Including Litter Removal
April 9, 2019

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

The Contract commences on **April 1, 2019** or when executed whichever is later and expires on **March 31, 2020**. The Contractor will be allowed to commence work following contract execution provided all required submittals have been received and approved by the Department and in accordance with the start dates set forth in the Contract.

The specified Contract Completion Date is **October 31, 2019**.

At the Department's discretion and upon mutual agreement with the Contractor the Contract may be extended for time and money, under all terms of the Contract, at Bid Prices up to three (3) additional one-year periods. The determination to extend the Contract will be made by March 1 of each year if the Contract is to be extended for the upcoming year. The Contract will not extend beyond **March 31, 2023**.

Contractors will be allowed to commence Work and end Work daily according to the Department of Marine Resources Sunrise/Sunset Table at the following web address, (http://www.maine.gov/dmr/sunrise_table.htm). Contractor will be allowed to enter roadway at Sunrise and must be off roadway before sunset.

Work will not be allowed on Sundays, or all state observed holidays.

Mowing shall be done in accordance with the start and end dates set forth in the SPECIAL PROVISION, WORK SCHEDULE of the Contract.

**SPECIAL PROVISION
WORK SCHEDULE**

The purpose of this Work Schedule is to outline the Work in order of how it is to be accomplished. This Work Schedule includes time frames within which the Work shall be done. All Work outlined below includes interchange areas and interchange ramps. Failure to complete the Work as outlined in this Work Schedule and within the time allowed may result in disciplinary action up to and including termination of the Contract.

Work outlined in this Work Schedule shall begin within 5 days of the start date or Contract Award whichever is later. Once Work on a Work Item begins the Contractor shall remain in the Area until all Work outlined in the Work Item is completed.

REGION 4, AREA 1

Work - Item 1 <u>Initial Litter Removal</u>	The start date for Litter Removal is <u>the third Monday in April</u> each year. All Litter gathered each day shall be removed from the Interstate each day and properly disposed of. Litter shall be removed up to the woods edge and any visible litter in the woods shall also be removed. Litter removal shall be completed no later than <u>the fourth Friday of May</u> each year.
Work - Item 2 <u>Mow 15-foot swath</u>	The start date for mowing the 15-foot swath is the <u>first Monday in June</u> each year. Mowing shall begin at the Kennebec River in the Town of Benton. Mowing shall proceed north in 10-mile blocks to include both NB and SB sides. A 15-foot swath shall be mowed for all interchange Inslopes within each 10-mile block. The Contractor shall notify the Region prior to completing the mowing in each 10-mile block to allow for inspection and acceptance prior to beginning the next 10-mile section. Mowing shall be completed no later than <u>Friday of the third full week of June</u> each year.
Work - Item 3 <u>Mow all Inslopes and Backslopes</u>	The start date for Inslope and Backslope Mowing is <u>the Monday of the second full week of August</u> each year. All Inslopes and Backslopes shall be mowed including all interchanges and interchange ramps. Mowing shall proceed north in 10-mile blocks to include both NB and SB sides. All interchange Inslopes and Backslopes within each 10-mile block shall be mowed. The Contractor shall notify the Region prior to completing the mowing in each 10-mile block to allow for inspection and acceptance prior to beginning the next 10-mile section. Mowing shall be completed no later than <u>the second Friday of October</u> each year.

See Schedule of Items for Region 4, Area 1 for details regarding location and acreage

REGION 4, AREA 2

Work - Item 1 <u>Initial Litter Removal</u>	The start date for Litter Removal is <u>the third Monday in April</u> each year. All Litter gathered each day shall be removed from the Interstate each day and properly disposed of. Litter shall be removed up to the woods edge and any visible litter in the woods shall also be removed. Litter removal shall be completed no later than <u>the fourth Friday of May</u> each year.
Work - Item 2 <u>First Inslope Mowing Bangor Area</u>	The start date for First Inslope Mowing Bangor Area is <u>the first Monday of the second full week of May</u> each year. Mowing shall be limited to Inslopes and interchange ramp Inslopes. Mowing shall be completed no later than <u>the fourth Friday of May</u> each year.
Work - Item 3 <u>First Inslope Mowing North of Bangor</u>	The start date for First Inslope Mowing North of Bangor is <u>the first Monday of the third full week of May</u> each year. Mowing shall be limited to Inslopes and interchange ramp Inslopes. Mowing shall be completed no later than <u>the second Friday of June</u> each year.
Work - Item 4 <u>Inslope and Backslope Mowing</u>	The start date for Inslope and Backslope Mowing is <u>the Monday of the second full week of August</u> each year. All Inslopes and Backslopes shall be mowed including all interchanges and interchange ramps. Mowing shall proceed in 10-mile blocks to include both NB and SB sides. All interchange Inslopes within each 10-mile block shall be mowed. The Contractor shall notify the Region prior to completing the mowing in each 10-mile block to allow for inspection and acceptance prior to beginning the next 10-mile section. Mowing shall be completed no later than <u>the second Friday of October</u> each year.

See Schedule of Items for Region 4, Area 2 for details regarding location and acreage

REGION 4, AREA 3

Work - Item 1 <u>Initial Litter Removal</u>	The start date for Initial Litter Removal is <u>the third Monday in April</u> each year. All Litter gathered each day shall be removed from the Interstate each day and properly disposed of. Litter shall be removed up to the woods edge and any visible litter in the woods shall also be removed. Litter removal shall be completed no later than <u>the fourth Friday of May</u> each year.
Work - Item 2 <u>Inslope and Backslope Mowing</u>	The start date for Inslope and Backslope Mowing is <u>the Monday of the second full week of August</u> each year. All Inslopes and Backslopes shall be mowed including all interchanges and interchange ramps. Mowing shall proceed north in 10-mile blocks to include both NB and SB sides. All interchange Inslopes and Backslopes within each 10-mile block shall be mowed. The Contractor shall notify the Region prior to completing the mowing in each 10-mile block to allow for inspection and acceptance prior to beginning the next 10-mile section. Mowing shall be completed no later than <u>the second Friday of October</u> each year.

See Schedule of Items for Region 4, Area 3 for details regarding location and acreage

SPECIAL PROVISION
SPECIFICATIONS FOR WORK

I. Scope of Work:

The Work includes mowing grasses, herbaceous plants, and small woody plants in all mowed areas such as inslopes and backslopes including all interchanges and interchange ramps as assigned to the Contractor by the Department.

All Work and Extra Work shall be governed by, conform to and be completed in accordance with Contract documents, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement.

The Contractor will be allowed to commence work following contract execution and in accordance with Special Provisions and the Schedule of Items contained in the Contract Documents.

The Region will provide a primary contact responsible for managing the Contract in the Region. This primary Department contact will be responsible for periodic review of the Work. The Contractor shall provide a primary contact responsible for communication with the Region contact. The Contractor shall be responsible for quality control of their mower operators. In each Area, when mowing begins, the Contractor shall mow in 10-mile blocks mowing both North and South bound sides and the median as required by Contract. The Contractor shall be responsible for notifying the Region contact prior to completion of each 10-mile block to allow for inspection and approval of the Work prior to moving to the next 10-mile block. The Department may provide maps, GIS files, graph paper representations or other means available to aid the Contractor with Work.

All Work included in this Contract shall be performed during daylight hours only. No Work will be allowed on Sundays, holidays, or government closure days unless prior approval is obtained from the Department. The Contractor and the Department will have a pre-season meeting at the Region Office to review policies, procedures, and regulations.

No equipment or vehicles shall be left unattended or overnight within the Highway right-of-way except in crossovers. Parking vehicles in crossovers, used to transport workers to and from Work, shall be kept to a minimum. Contractors shall pool employees together away from the interstate to minimize the vehicles left at crossovers during the day. Vehicles and equipment using crossovers shall be equipped with a strobe light, and follow procedures for use of crossovers as provided by the Department. Equipment parked at crossovers must not block the crossover for use by state police or emergency vehicles. Vehicles stopped or parked in the crossover shall not block authorized vehicles from using the crossover. All employees of the Contractor or Subcontractors, who operate vehicles or equipment using crossovers, shall be **in possession of a MaineDOT crossover permit** issued by the Department. Any vehicles used to transport workers to the interstate for Work shall be parked in the crossover during work hours.

Mowing equipment shall be parked in crossovers overnight, on holidays, on weekends, or government closure days. Mowing equipment is strictly prohibited from being left on inslope or backslope areas unless broken down. When equipment is broken down the Region office shall be notified immediately and provided with the location and estimated time the equipment will be in the location. Oil changes, fueling and repair work except for emergencies shall be done in the crossovers. Spill kits are required and at minimum must include a plastic tarp, plastic bags and absorbent pads and socks. Plastic tarps shall be spread to capture oil during maintenance.

The Department will make periodic inspections to ensure compliance with all federal, state, or Contract requirements. If deficiencies are discovered, The Department may choose to stop Work until the deficiencies are corrected as determined by the Department.

The Contractor shall contact the Region office by e-mail prior to the beginning of Work each day to notify the location the Contractor will be working. The Department will provide a list of e-mail addresses.

Any damage to existing structures, guardrail, drainage ways and/or slopes caused by the contractor's equipment, personnel or operation shall be reported to the Region by e-mail as soon as possible. The Contractor shall provide an adequate description of the location of damage using Mile Marker location, side of road, route direction, or coordinates. Any damages shall be repaired by the Contractor to the satisfaction of the Department. All work, equipment and materials required to make such repairs shall be at the contractor's expense. Failure to report or repair damages shall be grounds for Contract termination.

II: Definitions:

- A. **Inslope:** Inslopes shall consist of the vegetated area starting at the edge of pavement and extending perpendicular to the bottom of the ditch, an area of significant grade change, or the woods line, generally excluding slopes behind guardrail sections.
- B. **Backslope:** Backslopes shall start where the Inslope ends and continue until the woods line, seedling delineators, within 10' of the right-of-way fence, or 100 feet from the edge of the roadway pavement. Slopes of 2:1 (Horizontal: Vertical) or steeper shall not be mowed.
- C. **Litter:** Includes, but is not limited to, paper, cardboard, styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., over 4" inches in length in any dimension as may be found on the roadside. When mowing, litter in the path of the mower shall be picked up or moved to the side of the road for retrieval. Such litter shall be removed from the interstate each day and properly disposed.
- D. **Interstate Litter Removal:** In Regions with Litter Removal as part of the Contract, all litter/trash shall be picked up ahead of the first mowing. Litter shall be removed from all Inslopes and Backslopes. All Litter gathered each day shall be removed from

the Interstate each day and properly disposed of. Litter shall be removed up to the woods edge and any visible litter in the woods shall also be removed. If Contractor personnel are observed throwing litter into the woods or are observed trying to hide litter from sight rather than removing it from the interstate such action shall be grounds for Contract termination.

III. Measurement, Payment and Invoices The original basis for payment will be Plan Quantity shown in the Schedule of Items. The actual payment made to the Contractor will be adjusted in accordance with the Contract. If the Contractor mows additional acreage not designated for mowing, the Department will only pay for the quantity designated in the Schedule of Items. If the Department adds acreage not included in the original Contract, the Department will pay for the increase in acreage at the Unit Prices in the Contractor's Bid and such increase shall not be considered Extra Work.

The Department will measure Mowing for payment by the area of mowed surface in Units of acres along the slope of the ground. The quantity of mowing measured for payment will be the number of units shown in the Schedule of Items in the contract. This quantity will be considered final, and no adjustments will be made, except when the Department increases or decreases the units mowed from the number of units shown in the Schedule of Items.

The Department will pay for the accepted quantities of mowing at the Contract price per Unit, which price shall be full compensation for furnishing equipment and mowing, operational requirements, signing and all other incidentals necessary to meet the requirements of this contract. The Department will pay based upon prices bid and the invoices provided by the Contractor and approved by the Department. Invoices shall be submitted by the Contractor to the Region for payment. The Contractor shall submit an itemized bill to the Department for approval and payment for services at the completion of each phase of Work in each Area. Contractors may request a more frequent schedule of invoices and payments up to twice monthly. If a twice monthly scheduled is used, Invoices shall state the percentage of the total being billed on each Invoice. Invoices shall include the following minimum information: Contractor name, address & Contract Number; Invoice Date & Number; Dates of Service; a Description of the Region and Area Mowed; and Number of Acres mowed.

The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Contractor agrees to waive all claims related to the timing and amount of such payments.

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

- A. Incomplete, Inaccurate or Incorrect Invoices
- B. Disputed Quantities
- C. Damage to a third party
- D. Claims filed or reasonable evidence indicating probable filing of claims

- E. Failure of the Contractor to make payments to Subcontractors or for Materials or labor
- F. Regulatory non-compliance or enforcement
- G. All other causes that the Department reasonably determines negatively affect the State's interest.

IV. 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 5 days upon receipt of verbal warning, the Department will issue a written warning.

2nd Incident: The Department will issue a written warning. The Contractor will have 5 days from receipt of a written warning to take corrective action.

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

WIN 025924.00 Region 4, Area 1
WIN 025926.00 Region 4, Area 2
WIN 025928.00 Region 4, Area 3
Controlled Access Highway and Interstate Mowing Including Litter Removal
April 5, 2019

(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.

SPECIAL PROVISION
DEFINITION OF CALENDAR DAY

Definition: Calendar Day Every day shown on the calendar, beginning at 12:01 AM and ending at midnight.

State of Maine

Department of Transportation

Memorandum

Bureau of Maintenance and Operations
Dale Doughty, Director

16 State House Station
Augusta, Maine 04333-0016

Phone: (207) 624-3600
Fax: (207) 623-2526

TO: All Holders of MDOT Crossover Permits

DATE: January 1, 2013

FROM: Dale Doughty, Director, Bureau of Maintenance & Operations

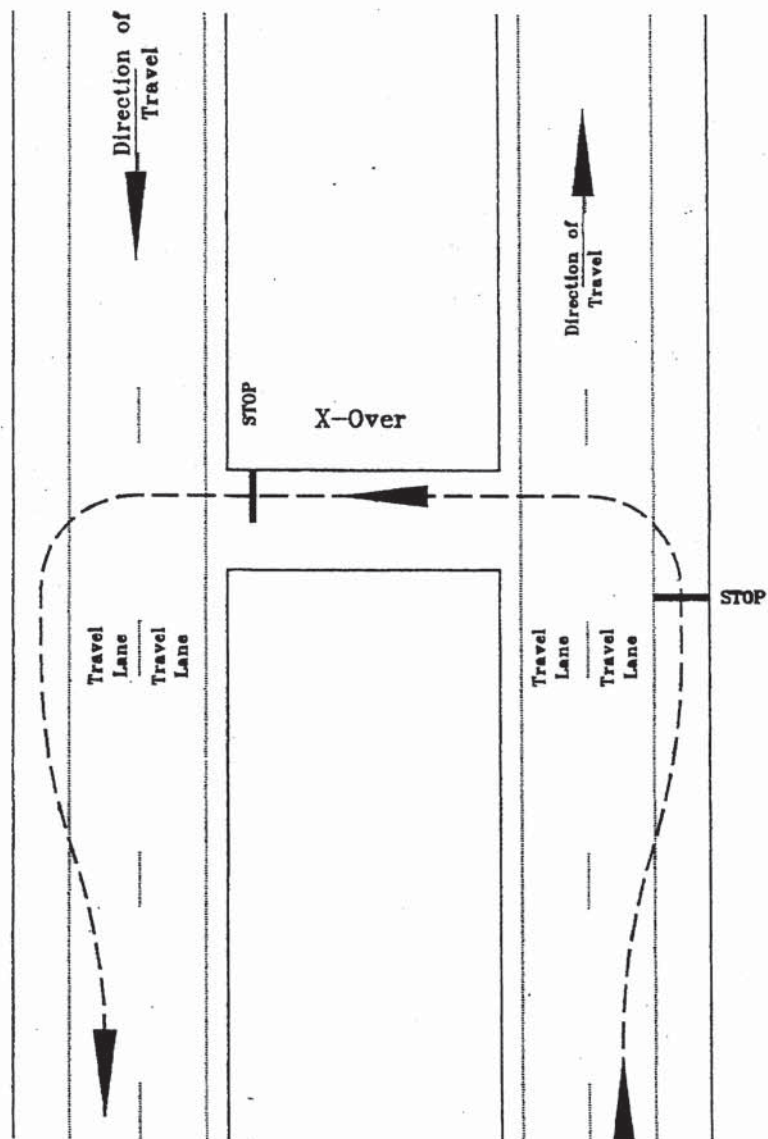
SUBJECT: Crossover Procedures – Divided Highways

The following are the procedures to be used by all drivers holding a crossover permit when making a crossover maneuver on a divided highway. These procedures shall be performed by any driver who is not engaged in maintenance or work activity which requires the vehicle to travel in a specific lane or along the shoulder.

1. First priority to reverse direction should be through use of an interchange.
2. If no interchange is within one mile of the desired turn point, a crossover may be used.
3. The driver should pull the vehicle to the right shoulder just in advance of the crossover using all safe driving techniques.
4. When an adequate gap in traffic exists, cross the travel lanes into the crossover, staying to the right side of the crossover.
5. Stop at the mouth of the crossover, wait for an adequate gap in the oncoming traffic and proceed to the far right shoulder across the travel lanes, then accelerate into the normal traffic stream.

NOTE: In some traffic conditions, especially in southern areas of the interstate, interchanges should always be used. Of a question of safety is involved in a desired reverse direction maneuver, then use an interchange.

An example of this maneuver is shown on the attached sketch.



Procedure for Using
Divided Highway Crossovers

SPECIAL PROVISION
SPECIFICATIONS FOR EQUIPMENT, HIGHWAY OPERATION, AND MOWING

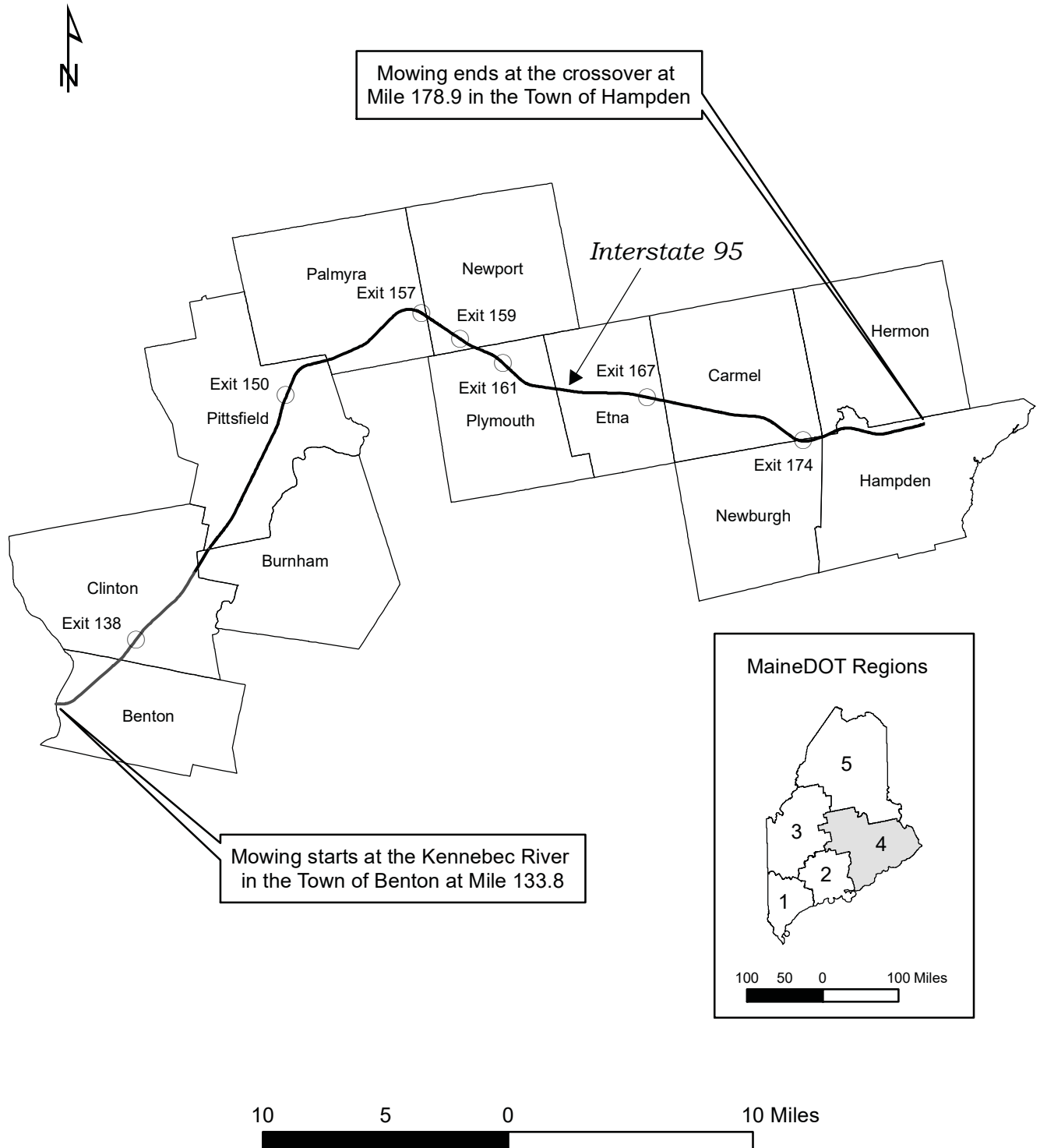
Specifications For Mowing Equipment	• Tractors shall be of sufficient size and horsepower to provide efficient, effective, and safe mowing of the acres set forth in the Contract and within the time frame outlined in the Mowing Cycle Table. The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely. • Tractors shall be 4 x 4-wheel-drive with slow moving vehicle placard plainly visible from the rear, equipped with seat belt, working factory installed roll over protection, slope indicator/s, shields, warning signs, and guards in place, back up alarm, and an ABC type fire extinguisher (minimum 5 lbs.). • Tractors shall be equipped with at least one high intensity rotating or strobe light plainly visible from all sides. The lens shall be clear amber glass. The bulb shall be a minimum of 1,000,000 candlepower. The light ray shall sweep at a rate of 60 flashes per minute over a 360-degree area. Strobe lights shall be in operation continuously while tractor is mowing. • Tractors shall meet all OSHA standards, be licensed for highway operation, and meet minimum insurance requirements in accordance with Section 110 of the Standard Specifications (November 2014 Edition). • Multiple tractors may be required to accomplish Work within desired periods. • Tractor operators shall have a valid driver's license in their possession. • Contractors may deploy other mowers (off road mowers) such as but not limited to walk behind, remote control, or track vehicles to mow areas such as backslopes or ramps difficult to navigate with larger tractors. The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely. • Off road mowers shall not be operated within 30 feet of the high-speed travel way. • Operators of tractors and off-road mowers shall wear all appropriate safety equipment for safe operation including but limited to hard hats, hearing and eye protection, long pants, steel toed boots, and reflective vests. • Off road mowers must be loaded and unloaded off road and on site. These mowers may not be operated or driven on the highway or along the inslope within 30 feet of the travel way.
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Requirements of Operation	• No travel on breakdown lane of highway except when mowing around delineators, signs or other obstacles located directly adjacent to pavement, or when traveling to get to work area, at overpasses, culvert locations, bridges, and guardrail locations where slope is too steep to navigate. • Mow swath closest to road, either side, in direction of traffic flow. • Mow in swaths parallel to roadway. Multiple passes may be required to achieve the desired result. • The Contractor shall mow or remove vegetation on all sides of obstructions, such as sign supports, delineators, guard posts, utility poles, piers, abutments, structures and landscaping (trees, shrubs, etc) that may be within the designated mowing areas. The Contractor may choose to weed whack vegetation on all sides of such obstructions and is allowed to cut to ground to discourage re-growth during the growing season. Removing vegetation around obstructions regardless of method shall be incidental to the Contract. • When not mowing, travel from one area to another shall be on the right shoulder of the highway. • All travel must be in same direction as flow of traffic. • Vegetation in designated mowing areas shall be cut to a height of four (4) to five (5) inches. Grass clippings may stay on site where they fall. • Stopping on pavement is prohibited except for setting up work zone signs or in emergencies. • Tractors, vehicles, and other equipment left unattended or overnight shall be in crossovers parked off the paved section to allow full access for emergency, police, or other vehicles. • All Work included in this Contract shall be performed during daylight hours only. There shall be no Work on Sundays, holidays, or government closure days. • All required traffic control, including signs, sign deployment/removal shall be incidental to the Contract.
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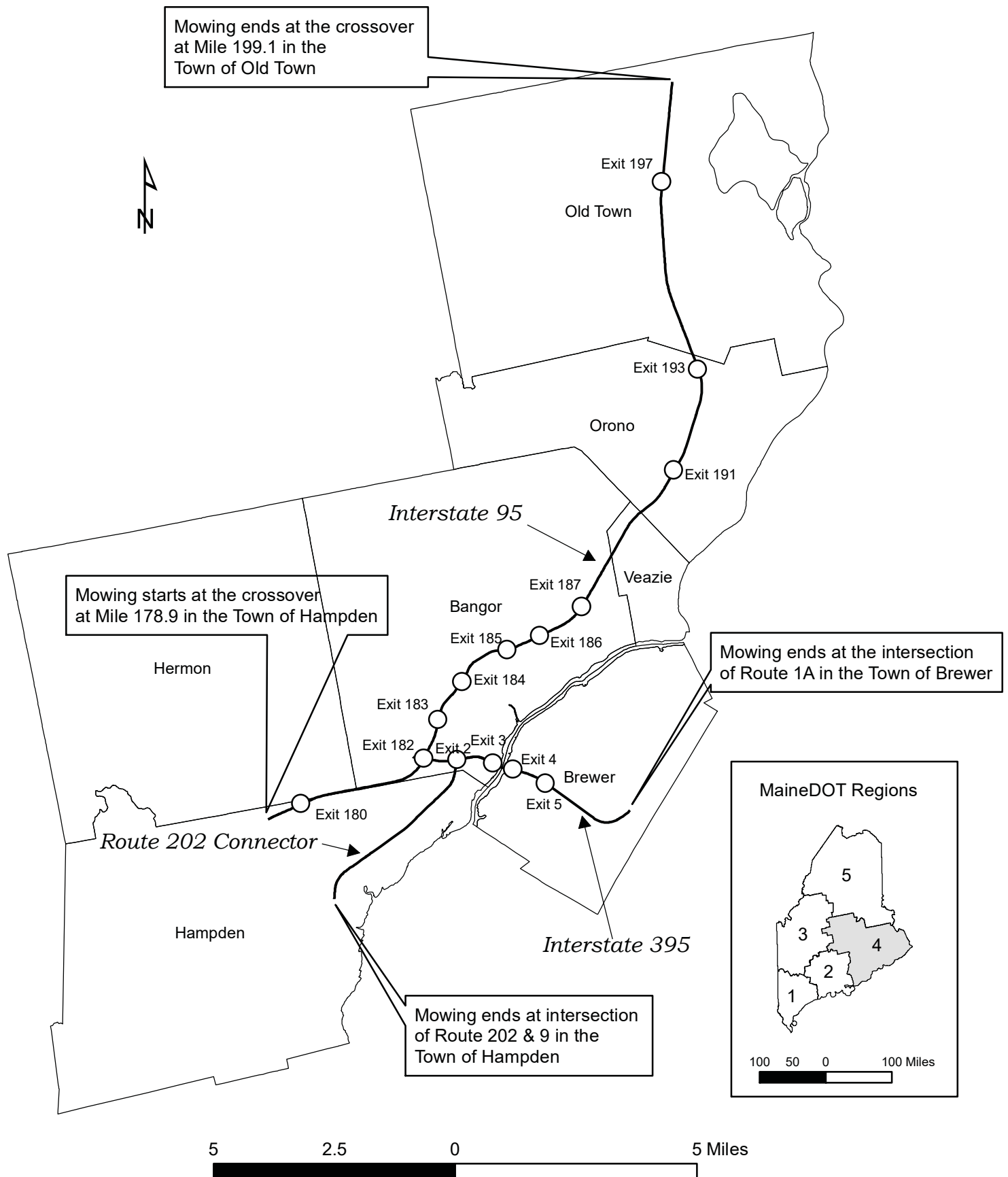
Mower decks	• Flail or disk mower decks shall be used for all inslope mowing. • Rotary, flail, or disk mowers may be used to mow backslopes. • The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely. • Contractors may request use of alternate equipment for the purpose of mowing ditches or wood edges subject to Department approval. • Mower decks shall be capable of cutting brush up to 1 inch in diameter at ground elevation.
Signs	• Signs shall be set with the bottom of the sign at least 1 foot above the travel way and placed no more than two miles from active mowing. • Signs shall be placed no more than 2 miles from active mowing. • Two Signs shall be in place, one on either side of the roadway, prior to Work commencing. • When Work involves being on both sides of the interstate or divided highway or in the median of same within a 2-mile area, signs must be in place on both sides of the highway system e.g.-Northbound Southbound. • When mowing on controlled access highways with no median, signs shall be placed no more than 2 miles from active mowing on both sides of the highway in accordance with the MUTCD standard. • Signs shall conform to the requirements of Part VI of the latest edition of MUTCD, and NCHRP 350 guidelines, super high intensity fluorescent retro reflective sheeting to the performance requirements of ASTM D 4956-09 Type VI fluorescent material (roll up style). • Sign legends shall be covered or turned from view when work is not in progress. • Signs for Litter Removal shall be 4 feet by 4 feet signs with 6-inch letters stating CREW AHEAD. • Signs for mowing shall be 4 feet by 4 feet with 6-inch letters stating MOWING AHEAD.

Initial Litter Removal Prior to First Mowing Cycle	• Contractors may use 4 or 6-wheel, off -road (all wheel or 4-wheel drive) utility vehicles with cargo beds during the Initial Litter Removal prior to the first Mowing Cycle. • 3 or 4-wheel off road ATV's are prohibited from use for litter removal operations. • 4 or 6-wheel off road utility vehicles shall be equipped with the following: - o One high intensity rotating or strobe light plainly visible from all sides. - o Slow moving vehicle placard plainly visible from the rear - o seat belt - o working factory installed roll over protection
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Extent of Mowing for Region 4, Area 1



Extent of Mowing for Region 4, Area 2



Extent of Mowing for Region 4, Area 3

Mowing ends at the crossover at Mile 232.3 in Township T2 R8 NWP

T2 R8 NWP
Exit 227

Mattamiscott Twp

Howland

Exit 217

Edinburg

Argyle Twp

Alton

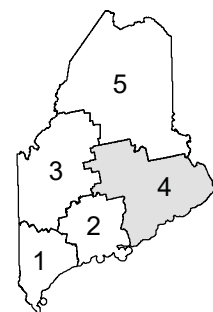
Mowing starts at the crossover at Mile 199.1. Exit 199 is just North of the starting location

Exit 199

Old Town



MaineDOT Regions



100 50 0 100 Miles



10 5 0 10 Miles



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.”

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.”

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work and the Department may inspect the equipment that will be available for the Work.

The Bidder further offers and agrees that the equipment will be available for the Work, plus any additional equipment necessary to perform the Work in an efficient and workmanlike manner.”

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".

103.5 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.

104.4.3 Progress Meetings Delete the entire section 104.4.3.

Portions of the following provisions are repeated here from the Standard Specifications for clarity:

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.

SECTION 109 - CHANGES

Scope of Section: This Section contains general provisions related to changes in quantities, scope, time and payment.

109.1 Changes in Quantities

109.1.1 Changes Permitted The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

109.1.2 Substantial Changes to Major Items If quantities of Major Items vary from the estimated quantities contained in the Bid Documents by more than 25%, then the Department may increase or decrease the Unit Price of such item using the extra work process. For related provisions, see Section 109.3 - Extra Work and Section 109.8 –

Contract Modification. If an adjustment to the Unit Price is made, it will apply only to that portion of the actual quantity that is less than 75% of the estimated quantity or more than 125% of the estimated quantity.

109.2 Elimination of Items Upon written notification to the Contractor, the Department may entirely eliminate item(s) of Work for any reason. Upon notification, the Department is entitled to a credit. For Minor Items, the credit shall be the Contractor's Bid price for the eliminated item(s). For Major Items, the amount of the credit shall be the Contractor's Bid price for the eliminated item(s), less (A) direct costs actually incurred by the Contractor after Award, including mobilization, shipping, and restocking expenses that the Contractor cannot recoup on other Projects as reasonably determined by the Department, and (B) 10% for overhead and profit. The Department may withhold said credit from amounts otherwise due the Contractor.

109.3 Extra Work The Department reserves the right to revise the Contract by adding Extra Work. Such revisions neither invalidate the Contract nor release the Surety. The Contractor and/or its Surety agree to perform all such Extra Work. The Department will pay for Extra Work by written Contract Modification in accordance with Section

SECTION 110 - INDEMNIFICATION, BONDING AND INSURANCE

Scope of Section This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.1 Indemnification The Contractor agrees to indemnify, defend, and hold harmless the Department and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and property damage arising out of or relating to this Contract or the performance of Work by the Contractor and its Subcontractors, subconsultants, Engineers, suppliers, any individuals or entities

directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Department. Damages covered include, but are not limited to, all Dispute resolution costs including court costs, attorney's fees, and the fees of Engineers and consultants, arbitrators, and other professionals related to Dispute defense and preparation.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor, sub consultant, Engineer, supplier, or other individual or entity under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

110.3 Insurance The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

110.3.1 Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

110.3.3 Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

110.3.8 Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.