

ROADSIDE MOWING

Non-Interstate

**REGION 4 – HANCOCK, BANGOR,
and PLYMOUTH CREW AREAS**

2019

Updated 4/28/2017

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

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

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed Contract, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items for each Section bid in the Schedule of Items.
 4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - WIN or Title: Roadside Mowing Region 4 (Hancock, Bangor, and Plymouth Crew Areas)
 - Region: 4
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed
WIN or Title: Roadside Mowing Region 4 (Hancock, Bangor, and Plymouth Crew Areas)
Region: 4
Date of Bid Opening:
Name of Contractor:

If a paper Bid is to be sent express, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/mainedotdirections.htm>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open
WIN or Title: Roadside Mowing Region 4 (Hancock, Bangor, and Plymouth Crew Areas)
Date of Bid Opening
Region: 4
Name of Contractor:

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

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

NOTICE

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

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

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

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

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

RFI No: _____

Date _____ **Time** _____

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

Question(s): _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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 4 Hancock Bangor, and Plymouth Crew Areas**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **July 10, 2019** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidders must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Roadside Mowing Non-Interstate

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

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 Wednesday July 3, 2019 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.

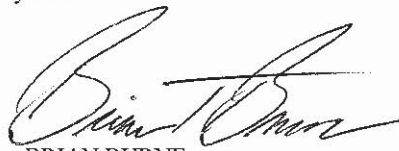
Each Bid must be made upon blank forms provided by the Department.

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
June 19, 2019



BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

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

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

- a) the Bid is not delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed, or
- c) a required unit price, lump sum price or bid amount is not provided or is illegible.

Do not make handwritten changes to the bid documents.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

Bidders may bid one or any combination of Crew Areas in Region 4. Bidders may bid different unit prices for Items in different Crew Areas. The basis for award for each Crew Area will be computed separately and will be the lowest responsive bid for that Crew Area.

Contractor: _____

Hancock Crew Area - 71403

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	152.09	CLM	\$	\$

Bangor Crew Area - 71404

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	69.48	CLM	\$	\$

Roadside Mowing Non-Interstate
Region 4
Hancock, Bangor, and Plymouth Crew Areas
June 11, 2019

Plymouth Crew Area – 71405

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	163.97	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, for **Roadside Mowing Non-Interstate Region 4 Hancock, Bangor, and Plymouth Crew Areas**, in the Counties of Penobscot, Piscataquis, and Hancock 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. The amount of this offer is

Hancock Crew Area \$ _____

Bangor Crew Area \$ _____

Plymouth Crew Area \$ _____

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 **Roadside Mowing Non-Interstate Region 4 Hancock, Bangor, and Plymouth Crew Areas** on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict

accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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

☐

Hancock

☐

Bangor

☐

Plymouth

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, for **Roadside Mowing Non-Interstate Region 4 Hancock, Bangor, and Plymouth Crew Areas**, in the Counties of Penobscot, Piscataquis, and Hancock 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. The amount of this offer is

Hancock Crew Area \$ _____

Bangor Crew Area \$ _____

Plymouth Crew Area \$ _____

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 **Roadside Mowing Non-Interstate Region 4 Hancock, Bangor, and Plymouth Crew Areas** on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict

accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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

☐ Hancock ☐ Bangor ☐ Plymouth

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, for Roadside Mowing Non-Interstate Region 4 Hancock, Bangor, and Plymouth Crew Areas, in the Counties of Penobscot, Piscataquis, and Hancock 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. The amount of this offer is

Hancock Crew Area \$ _____

Bangor Crew Area \$ _____

Plymouth Crew Area \$ _____

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 **Roadside Mowing Non-Interstate Region 4 Hancock, Bangor, and Plymouth Crew Areas** on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict

accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

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

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

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

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

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

CONTRACTOR

(Date Here)

Date

(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here)

Witness

(Name and Title Printed)

(Print Name Here)

G. Award.

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

☐

Hancock

☐

Bangor

☐

Plymouth

☐

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 4 Hancock Crew (71403) Area Mow Routes

Display Code	Begin Town	End Twn	Description	Length	Route Name
MR-1026271	Ellsworth	Ellsworth	Orland TL to Christian Ridge Rd	7.84	US Rt 1
MR-1026329	Surry	Surry	Rt 176/ Toddy Pd Rd to Ellsworth TL	3.68	Rt 172
MR-953869	Ellsworth	Hancock	Rt 184 to Sullivan TL	8.25	US Rt 1
MR-953942	Ellsworth	Bar Harbor	Beechland Rd to Sand Point Rd	13.31	Rt 3
MR-953951	SW Harbor	Tremont	Rt 102 to Rt 102	6.79	Rt 102 A
MR-953954	Bar Harbor	Bar Harbor	Rt 3 to Rt 102	0.13	Rt 102 N
MR-953959	Bar Harbor	Tremont	Rt 3 to Rt 102A	12.87	Rt 102
MR-953966	Ellsworth	Fletchers Landing Twp	Danico Ln to Waltham TL	5.05	Rt 179
MR-953971	Ellsworth	Ellsworth	Rt 1A to Otis TL	7.18	Rt 180
MR-953975	Hancock	Franklin	Rt 1 to Blackwoods Rd	6.05	Rt 182
MR-953977	Ellsworth	Lamoine	Rt 1 to end of Rt 184	8.54	Rt 184
MR-953979	Franklin	Eastbrook	Rt 182 to Waltham TL	8.35	Rt 200
MR-953981	Trenton	Lamoine	Rt 3 to Seal Point Rd	6.47	Rt 204
MR-953983	Ellsworth	Trenton	Beechland Rd to Rt 3	12.36	Rt 230
MR-953985	Mount Desert	Bar Harbor	Rt 3 to Cleftstone Rd	4.93	Rt 233
MR-953990	Hancock	Hancock	Ellsworth TL to Rt 1	2.48	Washington Junction Rd
MR-953992	Lamoine	Hancock	Rt 204 to Rt 1	2.91	Mud Creek Rd
MR-953994	Swans Island	Swans Island	Harbor Rd to Thomas Rd	2.58	Ferry, Atlantic, Harbor Rds
MR-953996	Surry	Ellsworth	Rt 172 to Rt 1	3.87	N Bend Rd
MR-954000	Tremont	Mount Desert	Rt 102A to Rt 102	12.41	Tremont, Pretty Marsh Rds
MR-954005	Bar Harbor	Bar Harbor	Cleftstone Rd to Rt 3	0.46	West St Ext
MR-954025	Bar Harbor	Mount Desert	Schooner Head Rd to Rt 102	15.58	Rt 3

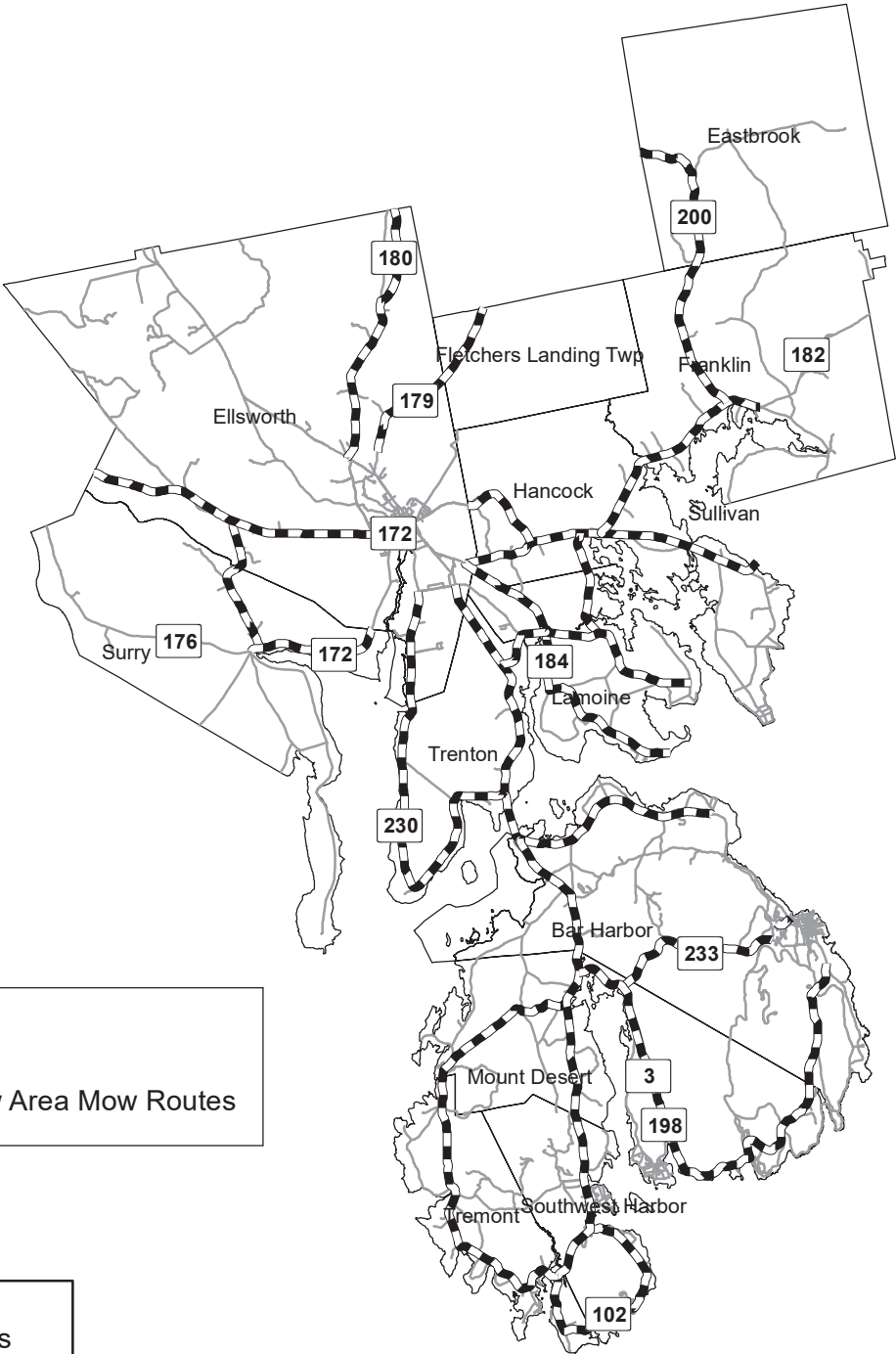
Region 4 Bangor Crew (71404) Area Mow Routes

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-1026321	Alton	Old Town	Hudson TL to Old Town Compact	9.13	Rt 43
MR-1026325	Hampden	Hampden	Kennebec Rd to Winterport TL	1.15	Rt 69
MR-1026348	Levant	Glenburn	Stetson Rd W to Hermon TL	6.25	Rt 222
MR-1026348	Bangor	Bangor	Hermon TL to Bangor Compact	0.69	Rt 222
MR-1026355	Hampden	Hampden	Rt 69 to 1A	5.79	Kennebec Rd
MR-910132	Levant	Kenduskeag	Corinth TL to Rt 15	7.05	Avenue, Stetson Rds
MR-910133	Levant	Kenduskeag	Hermon TL to Stetson Rd	4.89	Wing, Kenduskeag Rds
MR-910137	Hampden	Hampden	Rt 202 to Hermon TL	1.76	Coldbrook Rd
MR-910138	Glenburn	Orono	Pushaw Rd to I-95 overpass	6.23	Forest Ave
MR-910139	Bangor	Glenburn	Rt 15 to 221	7.23	Pushaw Rd
MR-910140	Bangor	Orono	Kitteridge Road to I-95 SB OFF ramp	4.82	Stillwater Ave
MR-910141	Orono	Orono	I-95 SB ON ramp to Stillwater Ave	0.55	Kelly Rd
MR-910142	Orrington	Orrington	Center Drive to Rt 15	2.55	Dow, Snow's Cnr Rds
MR-910143	Orrington	Orrington	Fields Pond Rd to Brewer TL	1.85	Brewer Lake Rd
MR-910144	Hampden	Hampden	Winterport TL to Kennebec Rd	2.77	Back Winterport Rd
MR-954027	Bangor	Glenburn	Rt 15 to Hudson TL	6.77	Rt 221

Region 4 Plymouth Crew (71405) Area Mow Routes

Display Code	Begin Town	End Town	Description	Length	Route Name
MR-910128	Plymouth	Etna	Rt 7 to Carmel TL	6.62	Rt 69
MR-910128	Newburgh	Hampden	Carmel TL to Kennebec Rd	4.52	Rt 69
MR-910130	Corinna	Levant	Rt 7 to Union St	13.87	Rt222
MR-910136	Dixmont	Hampden	Rt 202 to Rt 69	9.47	Kennebec Rd
MR-910145	Pittsfield	Newport	Silbey Pond Rd to Rt 11	12.51	US Rt 2
MR-910146	Dixmont	Newport	Jackson TL to Rt 2	13.04	Rt 7
MR-910147	Newport	Newport	Rt 2 to Corinna TL	4.69	Rt 7
MR-910148	Pittsfield	Palmyra	Burnham TL to I-95 NB OFF ramp	12.79	Rt 11
MR-910149	Pittsfield	Plymouth	Rt 11 to Rt 7	9.58	Rt 69
MR-910151	Dixmont	Etna	Rt 202 to I-95 NB ON ramp	7.14	Rt 143
MR-910152	Etna	Stetson	Rt 69 to Rt 222	7.65	Rt 143
MR-910153	Palmyra	Palmyra	Rt 2 to Hartland TL	5.08	Rt 151
MR-910154	Pittsfield	Palmyra	Somerset Ave to last Hartland TL	7.32	Rt 152
MR-910155	Detroit	Detroit	Troy TL to Rt 69	5.61	Rt 220
MR-910156	Detroit	Detroit	Rt 69 to Rt 11	1.23	Rt 220
MR-910159	Pittsfield	Pittsfield	I-95 SB ON RAMP to Rt 2	3.20	Philips Corner Rd
MR-910160	Pittsfield	Palmyra	Rt 11/100 to Rt 2	3.92	Madawaska Rd
MR-910161	Palmyra	Palmyra	Warren Hill Rd to St Albans TL	2.07	St Albans Rd
MR-910162	Newport	Newport	Rt 7 to Corinna TL	2.64	Williams, Nokomis Rds
MR-910163	Newport	Stetson	Rt 2 to Rt 143	5.80	Stetson, E Newport Rds
MR-954097	Dixmont	Hampden	Troy TL to Rt 202S	18.25	US Rt 202

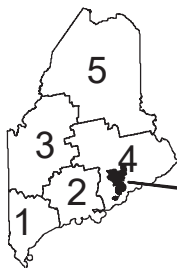
Region 4 403 Crew Area Mow Routes



Legend

 403 Crew Area Mow Routes

MaineDOT Regions



300 150 0 Miles

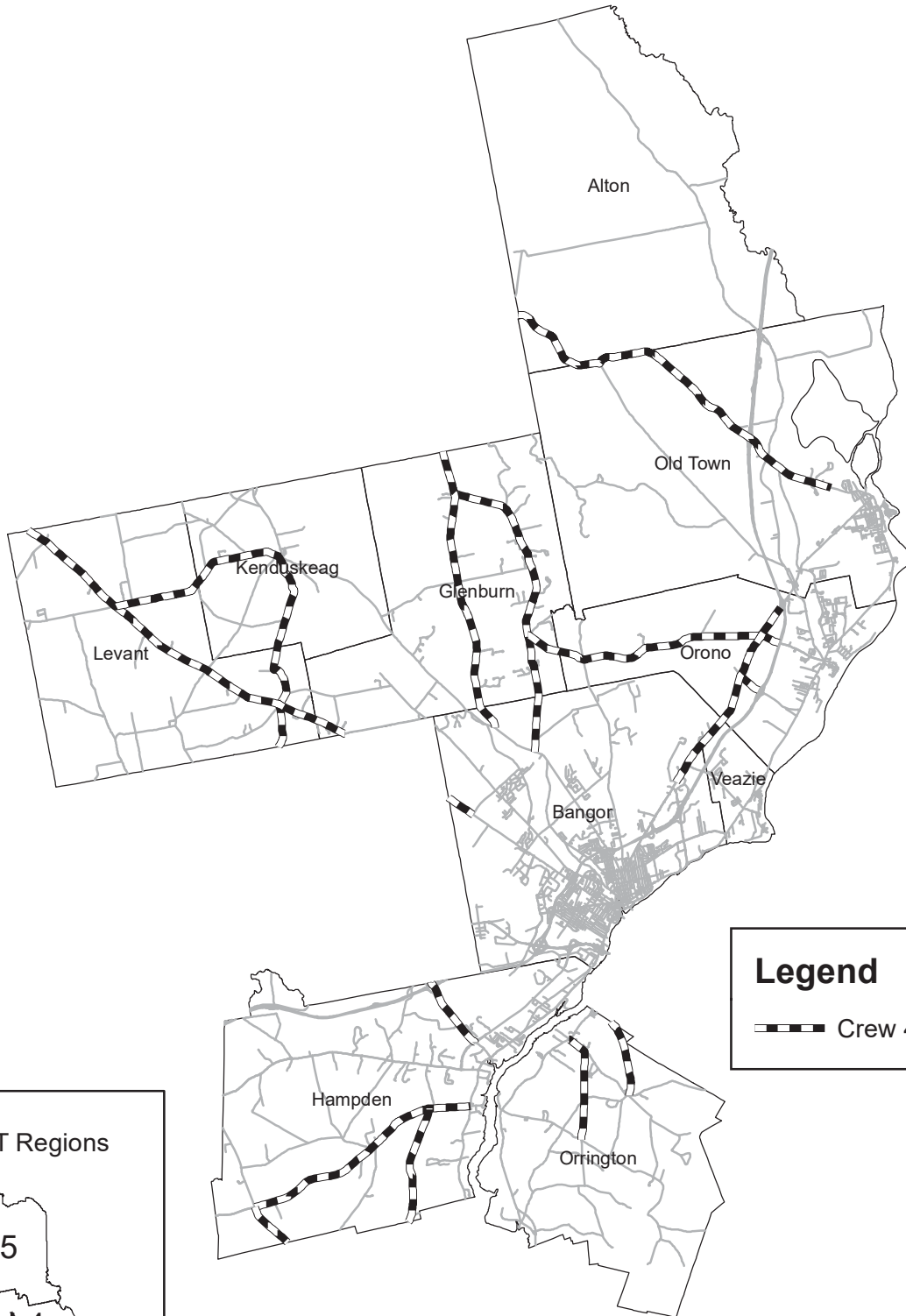


10 5 0 Miles

Region 4 403 Crew Area

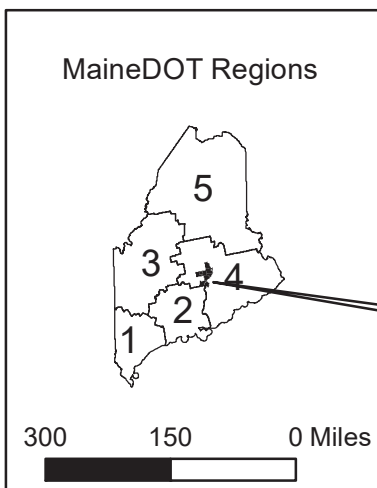
1 in = 4 miles

Region 4 404 Crew Area Mow Routes



Legend

 Crew 404 Mow routes

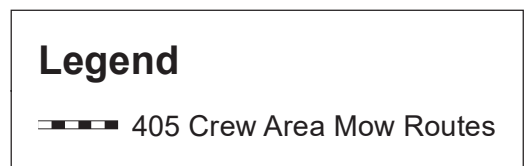
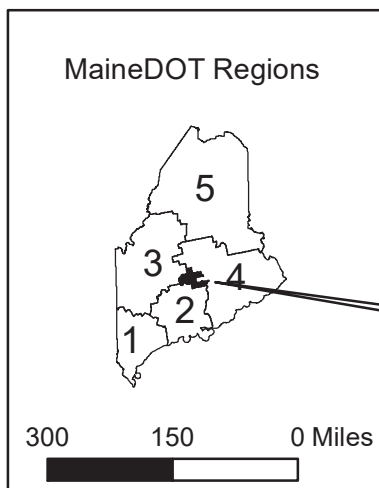
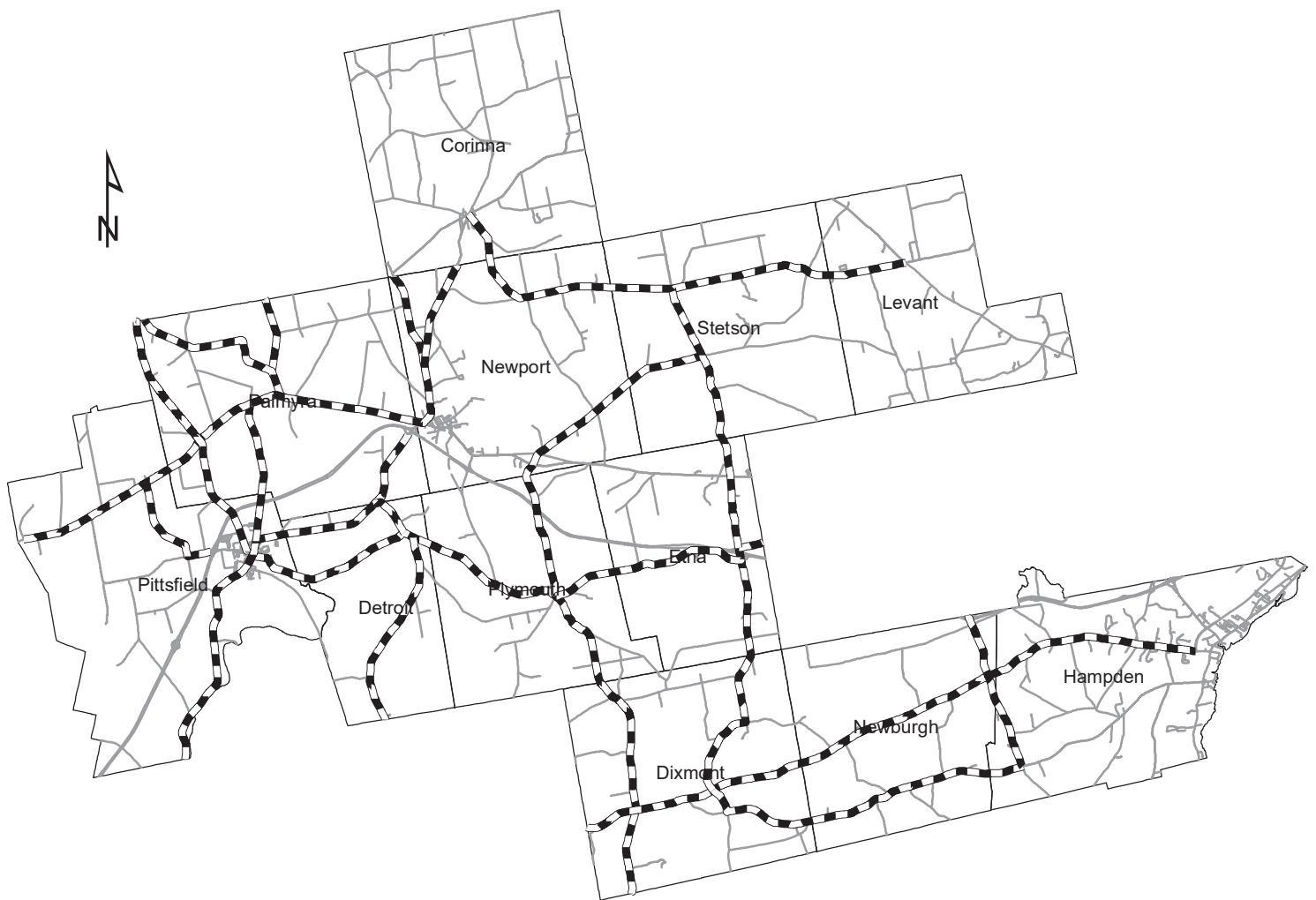


Region 4 404 Crew Area

10 5 0 Miles

1 in = 4 miles

Region 4 405 Crew Area Mow Routes



Region 4 405 Crew Area



1 in = 4 miles

SPECIAL PROVISION
Section 107
TIME
(Contract Time)

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

The specified contract completion date is August 30, 2019.

SPECIAL PROVISION
SPECIFICATIONS FOR WORK

Scope of Work:

The Work consists of mowing roadside vegetation on state arterial & collector roads in Region 4 for the Maine Department of Transportation in the Hancock, Bangor, and Plymouth Crew Areas.

Roadside vegetation may consist of grasses, weeds, and small trees that occur within roadside inslope and backslope areas. Inslope and backslope areas that cannot be safely mowed with tractor mounted mowers are not included.

General Notes

The following provisions are required:

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

8. If mowing an eight-foot-wide cut is not possible the Contractor shall mow a swath as wide as roadside conditions allow.
9. A Center Line Mile is the basis for payment and includes mowing an eight-foot-wide cut on both sides of the road.
10. The Department may add additional Work, in accordance with the terms and conditions of the Contract, and said additional Work shall not be considered Extra Work.
11. Contractors shall be responsible for all fuel, grease, routine maintenance including oil, filters, and other parts, servicing, operation, protection such as guards and shields for their equipment, as well as mobilization and all other incidentals necessary for day to day operation.
12. Contractors shall take all necessary precautions to avoid fuel and oil spills and contain and clean up spills if they occur in accordance with all applicable laws and regulations.
13. Mower operators shall be responsible for setting signs at 2 mile intervals in accordance with Department requirements for establishing Work Zones.
14. In lieu of setting signs, Contractors may choose to provide a full-time shadow vehicle to follow behind the mowing operation. The use of a shadow vehicle shall follow all guidelines set forth by the MUTCD or the Department for a moving operation.
15. The Contractor shall supply signs that comply with current MUTCD guidelines. Signs shall say ROAD WORK AHEAD or MOWING AHEAD.
16. Mowing tractors shall have a slow-moving vehicle triangle mounted and plainly visible from the rear of the tractor.
17. Mowing tractors shall use flashers at all time when in operation.
18. Mowing tractors must be properly licensed for road operation in the State of Maine. The Department reserves the right to stop Work at any time if tractors are not properly licensed.
19. Flail, disk, sickle bar, or rotary mowers may be used. Brush hog mower decks are not acceptable.
20. The Department reserves the right to remove Mow Routes from the list of Routes to be mowed at any time for any reason.
21. Contractors are responsible for determining the order in which mow routes are mowed.
22. 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.

Roadside Mowing Non-Interstate
Region 4
Hancock, Bangor, and Plymouth Crew Areas
June 12, 2019

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.