

**NON-INTERSTATE ROADSIDE MOWING**

**REGION 2 – AREAS TWO AND THREE**

**2022**

**Updated 05/15/2020**

# **STATE PROJECT**

**MAINTENANCE & OPERATIONS**

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.

**NOTE: Electronic Bids will not be accepted for this bid.**

2. As a minimum, the following should be received prior to the time of Bid opening: a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items or Schedule of Items in Appendix A, d) two copies of the completed and signed Contract Agreement 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 items Bidder is bidding 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: Non-Interstate Roadside Mowing
  - Towns, Regions or Location: Region 2, Areas Two and Three
  - 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: Non-Interstate Roadside Mowing
- Towns, Regions or Location: Region 2, Areas Two and Three
- Date of Bid Opening:
- Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

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

- Bid Enclosed: Do Not Open
- WIN or Title: Non-Interstate Roadside Mowing
- Towns, Regions or Location: Region 2, Areas Two and Three
- 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, March 2020 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](mailto: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](mailto:RFI-Contracts.MDOT@maine.gov).

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

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



## **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

**Other:** \_\_\_\_\_

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Name and Title Printed)**

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper “Bids for **Non-Interstate Roadside Mowing in Region 2, Areas Two and Three**” 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 **June 1, 2022** 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. **Electronic Bidding will not be available for this bid.**

Description: Roadside Mowing Non-Interstate

Location: In the Counties of Kennebec, Androscoggin, Lincoln, Knox, Waldo, work is located in Region 2, Areas Two and Three

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

**The basis of award will be 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, 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](mailto: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 can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be seen at the MaineDOT Building in Augusta, Maine and at the Department of Transportation’s Regional Office in Augusta. 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, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 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  
May 11, 2022



DAVID BERNHARDT  
DIRECTOR  
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**

Contractor: \_\_\_\_\_

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

**Bidder may bid one or more Items.**

Area Two

Item Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
(1) Eight Foot cut of grass adjacent to paved shoulder on both sides of the road	264.14	CLM	\$	\$

Area Three

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	420.8	CLM	\$	\$

A Center Line Mile (CLM) is the basis for payment and includes mowing an eight-foot-wide cut on both sides of the road.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

**Use pen and ink to complete paper bids.** Signatures shall be original. Stamped and copied signatures will not be accepted.

\_\_\_\_\_

*Signature* *Date*

\_\_\_\_\_  
(Print Bidder's Name and Title)

**Electronic bidding will NOT be  
available  
for this bid.**

**Bids will NOT be accepted  
by email or fax.**

**SIGNED PAPER BIDS ARE REQUIRED  
and may be  
mailed, sent express or hand delivered.**

For further information, see “BIDDING INSTRUCTIONS”  
which are located near the front of the bid book.

## 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, **Non-Interstate Roadside Mowing Region 2 Areas Two and Three**, in the Counties of Androscoggin, Kennebec, Knox, Lincoln, and Waldo, Maine, Maine. The Work includes construction, maintenance during construction, 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 13, 2022**, or when executed whichever is latest and expires on **April 1, 2023** unless extended under the terms of this contract. The Contractor agrees to complete all Work, except warranty work, on or before **September 1 of each year**. 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 five (5) additional one-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 that the amount of this offer is

**Area Two-** \_\_\_\_\_  
\$ \_\_\_\_\_

**Area Three -** \_\_\_\_\_  
\$ \_\_\_\_\_

For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall be added to the Center Line Mile Unit Price, and the Hour Unit Price from the Schedule of Items.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the *Standard Specifications, March 2020 Edition, Standard Details March 2020 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

**Non-Interstate Roadside Mowing Region 2 Areas Two and Three**

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 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, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 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 this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

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

Area Two       Area Three

The original contract amount is: \$ \_\_\_\_\_  
\_\_\_\_\_.

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_

By: David Bernhardt, Director  
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, **Non-Interstate Roadside Mowing Region 2 Areas Two and Three**, in the Counties of Androscoggin, Kennebec, Knox, Lincoln, and Waldo, Maine, Maine. The Work includes construction, maintenance during construction, 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 13, 2022**, or when executed whichever is latest and expires on **April 1, 2023** unless extended under the terms of this contract. The Contractor agrees to complete all Work, except warranty work, on or before **September 1 of each year**. 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 five (5) additional one-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 that the amount of this offer is

**Area Two-** \_\_\_\_\_  
\$ \_\_\_\_\_

**Area Three -** \_\_\_\_\_  
\$ \_\_\_\_\_

For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall be added to the Center Line Mile Unit Price, and the Hour Unit Price from the Schedule of Items.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the *Standard Specifications, March 2020 Edition, Standard Details March 2020 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

**Non-Interstate Roadside Mowing Region 2 Areas Two and Three**

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 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, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 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 this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

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

Area Two       Area Three

The original contract amount is: \$ \_\_\_\_\_  
\_\_\_\_\_.

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_

By: David Bernhardt, Director  
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 \_\_\_\_\_  
**(Name of the firm bidding the job)** **(Contractor)**  
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_  
**(address of the firm bidding the job)**

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

### A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 12345.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, 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 Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

**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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

**Section 1 - \$ (Place bid here in alphabetical form such as One Hundred Two dollars)**

**\$ (repeat bid here in numerical terms, such as \$102.00)**

**Section 2 \$ (Place bid here in alphabetical form such as Two Hundred dollars)**

**\$ (repeat bid here in numerical terms, such as \$200.00)**

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**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, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. 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 March 2020 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, the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds* contained herein for construction of:

**WIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay**

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 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 and bonds 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, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

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

Sixth: 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 this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
**(Print Date here)**  
Date

\_\_\_\_\_  
**(Sign Here)**  
(Signature of Legally Authorized Representative of the Contractor)

\_\_\_\_\_  
**(Witness Sign Here)**  
Witness

\_\_\_\_\_  
**(Print Name Here)**  
(Name and Title Printed)

**G. Award.**

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

- Section 1
- Section 2

The original contract amount is: \$ \_\_\_\_\_  
\_\_\_\_\_.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

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



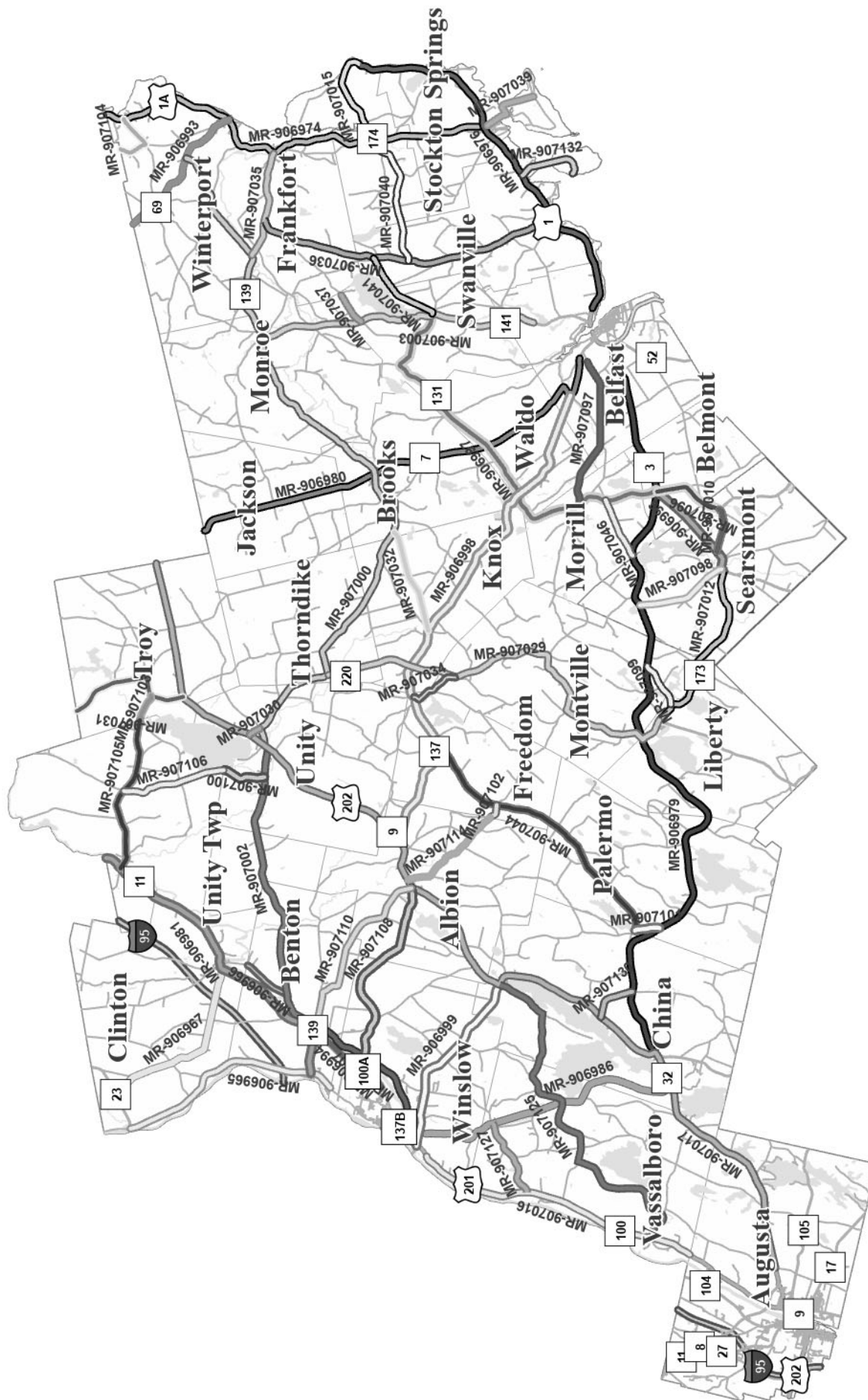
Maintenance & Operations  
Region 2 Area 2  
Mow Maps  
2022-03-28

## Region 2 Area 2 Contractor Mow routes for 2022

DISPLAY_CODE	RT_CODE	BEGIN_TOWN	END_TOWN	BMP	EMP	Length	Description
MR-1003545	M0227	Oakland	Waterville	0	2.59	2.59	(Trafton Rd) Middle Rd to W River Rd
MR-895215	0027X	Belgrade	Rome	55.16	66.15	10.99	Rt 8 to New Sharon TL
MR-906789	0008X	Augusta	Belgrade	5.01	20.42	15.41	Augusta C/L to Smithfield T/L
MR-906795	0011X	Belgrade	Oakland	136.94	141.58	4.64	Rt 8 to Summer St
MR-906798	0011X	Oakland	Oakland	142.66	143.66	1	Rt 137 to Country Club Rd
MR-906809	0017X	Manchester	Readfield	47.09	56.95	9.86	Myrtle St to Fayette TL
MR-906810	0023X	Sidney	Oakland	0	10.67	10.67	Rt 8 to Middle Rd
MR-906814	0023X	Oakland	Fairfield	12.68	20.91	8.23	Municipal Dr to Rt 201
MR-906816	0023X	Fairfield	Clinton	23.3	26.46	3.16	Rt 201 to Canaan TL
MR-906817	0041X	Winthrop	Readfield	0.72	6.66	5.94	Main St to Rt 17
MR-906818	0041X	Readfield	Mount Vernon	8.76	17.75	8.99	Rt 17 to Vienna TL
MR-906820	0104X	Augusta	Waterville	2.5	15.08	12.58	Patrick St to Waterville C/L
MR-906822	0104X	Waterville	Fairfield	21.26	29.37	8.11	Waterville TL to Skowhegan TL
MR-906825	0106X	Leeds	Leeds	0	11.79	11.79	Rt 202 Leeds to Livermore Falls TL
MR-906827	0132X	Wales	Monmouth	1.03	10.88	9.85	Sabattus TL to Rt 202
MR-906829	0133X	Winthrop	Wayne	1.85	9.86	8.01	Rt 41 to Livermore Falls TL
MR-906832	0135X	Monmouth	Winthrop	0	9.67	9.67	Rt132 to Rt202
MR-906833	0135X	Winthrop	Readfield	9.79	12.95	3.16	Rt 202 to Rt 17
MR-906836	0135X	Readfield	Belgrade	13.91	23.41	9.5	Rt 17 to Rt 8
MR-906838	0137X	Oakland	Oakland	43.31	47.58	4.27	Gage Rd to Smithfield TL
MR-906839	0139X	Fairfield	Fairfield	46.51	48.29	1.78	Sheridan Dr to Rt 104
MR-906840	0139X	Fairfield	Fairfield	51.07	55.56	4.49	Rt 104 to Norridgewock TL
MR-906850	0201X	Fairfield	Fairfield	55.99	62.08	6.09	Scott Ave to Skowhegan TL
MR-906851	0202X	Greene	Manchester	78.01	100.75	22.74	Lewiston TL to Augusta TL
MR-906853	0219X	Leeds	Leeds	29.8	31.64	1.84	River Road to Rt 106

## Region 2 Area 2 Contractor Mow routes for 2022

DISPLAY_CODE	RT_CODE	BEGIN_TOWN	END_TOWN	BMP	EMP	Length	Description
MR-906854	0219X	Leeds	Wayne	32.32	35.12	2.8	Rt 106 Leeds to Rt 133
MR-906855	0225X	Rome	Rome	0	4.93	4.93	Rt 27 to Smithfield TL
MR-906856	C4210	Greene	Greene	0	5.98	5.98	(Allen Pond Rd) Rt 202 to Church Hill Rd
MR-906857	C422L	Augusta	Oakland	0.88	12.08	11.2	(Bog & Middle Rds) Augusta C/L to Rt 23
MR-906860	C422O	Wales	Leeds	0	2.87	2.87	(Leeds Junction Rd) Rt 132 to Rt 202
MR-906861	C423L	Sidney	Sidney	0	1.79	1.79	(Lyons Rd) Middle Rd to Rt 104
MR-906863	C424L	Oakland	Waterville	0	2.08	2.08	(Webb Rd)Rt 23 to Mitchell Rd
MR-906868	C424O	Greene	Greene	1.03	6.49	5.46	(Sawyer Rd) LewistonTL to Rt 202
MR-906960	C431L	Monmouth	Litchfield	0	6.04	6.04	(Cobbossee Rd) Rt 132 to Hollowell Rd
MR-906961	C433L	Readfield	Mount Vernon	0	10.19	10.19	(North Road) Rt 17 to Rt 41
MR-906962	C434L	Mount Vernon	Belgrade	0	6.62	6.62	(Belgrade Rd) North Rd to Rt 27
MR-906963	C445L	Litchfield	Manchester	0	8.41	8.41	(Neck & Pond Rds) Hollowell Rd to Rt 202
MR-906964	C448L	Hallowell	Hallowell	0	0.41	0.41	(Whitten Road) Winthrop St to Augusta C/L



## Region 2 Area 3 Contractor Mowing for 2022

DISPLAY_CODE	RT_CODE	BEGIN_TOWN	END_TOWN	BMP	EMP	Length	Description
MIR-906965	C524L	Benton	Clinton	2.5	11.35	8.85	(Benton Av) Winslow TL to Rt 23
MIR-906966	C525L	Benton	Benton	0	1.9	1.9	(Gogan Road) Rt 139 to McCarthy Rd
MIR-906967	C526L	Clinton	Clinton	0	6.97	6.97	(Baker St) Rt 11 to Rt 23
MIR-906974	0001A	Stockton Springs	Winterport	14.39	30.48	16.09	Rt 1 to Hampden TL
MIR-906976	0001X	Belfast	Prospect	156.1	171.11	15.01	Belfast C/L to Rt 174
MIR-906979	0003X	China	Belfast	14.83	45.52	30.69	Lakeview Dr to Belfast CUL
MIR-906980	0007X	Belfast	Jackson	1.02	18.2	17.18	Doak Rd to Dixmont TL
MIR-906981	0011X	Benton	Burnham	150.91	163.32	12.41	River Rd to Pittsfield TL
MIR-906986	0032X	China	Winslow	47.28	57.59	10.31	Rt 202 to Winslow C/L
MIR-906993	0069X	Winterport	Winterport	28.87	34.62	5.75	Hampden TL to Rt 1A
MIR-906994	0100A	Winslow	Benton	1.75	5.11	3.36	Smiley Ave to Libby St
MIR-906996	0131X	Searsport	Belmont	38.76	42.88	4.12	Rt 173 to Rt 3
MIR-906997	0131X	Belmont	Swanville	42.96	58.52	15.56	Rt 3 to Rt 141
MIR-906998	0137X	Belfast	Albion	2.52	22.42	19.9	Rt 7 to Rt 202
MIR-906999	0137X	China	Winslow	29.76	37.12	7.36	Rt 202 to Rt 201
MIR-907000	0139X	Winterport	Unity	2.3	30.92	28.62	Rt 69 to Rt 202
MIR-907002	0139X	Unity	Benton	31.09	42.8	11.71	Rt 202 to Rt 100
MIR-907003	0141X	Belfast	Monroe	2.26	13.17	10.91	Belfast C/L to Rt 139
MIR-907010	0173X	Searsport	Searsport	11.2	12.91	1.71	Howard Rd to Rt 131
MIR-907012	0173X	Searsport	Liberty	13.78	20.93	7.15	Rt 131 to Rt 220
MIR-907015	0174X	Prospect	Prospect	0	3.82	3.82	Rt 1A to Rt 1
MIR-907016	0201X	Vassalboro	Winslow	36.68	47.74	11.06	Augusta TL to Winslow C/L
MIR-907017	0202X	Augusta	Troy	106.54	146.35	39.81	Church Hill Rd to Dixmont TL
MIR-907029	0220X	Liberty	Thorndike	31.59	47.38	15.79	Rt 173 to Rt 139
MIR-907030	0220X	Unity	Unity	50.9	51.35	0.45	Rt 139 to Rt 202
MIR-907031	0220X	Troy	Troy	54.3	59.39	5.09	Rt 202 to Detroit TL
MIR-907032	C312M	Knox	Brooks	0	4.02	4.02	(Webb Rd) Rt 137 to Rt 139
MIR-907034	C319M	Montville	Freedom	0	1.96	1.96	(Freedom Pd Rd) Rt 220 to Rt 137
MIR-907035	C322M	Winterport	Frankfort	0	4.1	4.1	(Loggin Rd) Rt 139 to Rt 1A
MIR-907036	C323M	Searsport	Frankfort	0.12	11.59	11.47	(Mt Ephraim Rd) Goodell St to Loggin Rd
MIR-907037	C324M	Swanville	Swanville	0	1.28	1.28	(Frankfort Rd) Rt 141 to W Park Ln
MIR-907039	C325M	Stockton Springs	Stockton Springs	0	2.49	2.49	(Cape Jellison Rd) Lighthouse Rd to Rt 1
MIR-907040	C326M	Searsport	Prospect	0	5.16	5.16	(Nickels Rd) Mt Ephraim Rd to Rt 1A

## Region 2 Area 3 Contractor Mowing for 2022

DISPLAY_CODE	RT_CODE	BEGIN_TOWN	END_TOWN	BMP	EMP	Length	Description
MIR-907041	C327M	Swanville	Searsport	0	3.25	3.25	(N Searsport Rd) Rt 141 to Mt Ephraim Rd
MIR-907044	C341M	Palermo	Freedom	0	11.12	11.12	(N Palermo Rd) Branch Mills Rd to Rt 137
MIR-907046	C342M	Morrill	Morrill	0	2.37	2.37	(Higgins Hill Rd) Rt 3 to Rt 131
MIR-907096	C343M	Searsmont	Belmont	0	2.69	2.69	(Howard Rd) Searsmont TL to Rt 131
MIR-907097	C344M	Morrill	Belfast	0	5.87	5.87	(Poors Mills Rd) Rt 131 to Belfast C/L
MIR-907098	C345M	Searsmont	Searsmont	0	3.55	3.55	(New England Rd) Rt 131 to Rt 3
MIR-907099	C346M	Liberty	Montville	0	1.79	1.79	(Trues Pond Rd) Rt 173 to Rt 3
MIR-907100	C395M	Unity	Unity	0	1.67	1.67	(Prairie Rd) Rt 139 to Burnham TL
MIR-907101	C396M	Palermo	Palermo	0	0.97	0.97	(Branch Mills Rd) Rt 3 to China TL
MIR-907102	C397M	Freedom	Freedom	0	0.6	0.6	(Albion Rd) Albion TL to N Palermo Rd
MIR-907103	C398M	Troy	Troy	0	1.07	1.07	(Burnham Rd) Burnham TL to Rt 220
MIR-907104	C399M	Winterport	Winterport	0	2.36	2.36	(Back Winterport Rd) Hampden TL to Rt 1A
MIR-907105	C511L	Burnham	Burnham	0	6.08	6.08	(Troy Rd) Rt 100 to Troy TL
MIR-907106	C512L	Burnham	Burnham	0	3.99	3.99	(S Horseback Rd) Unity TL to Troy Rd
MIR-907107	C521L	Winslow	Benton	0.65	5.67	5.02	(Garland Rd) Winslow C/L to Rt 139
MIR-907108	C522L	Winslow	Albion	0	7.54	7.54	(Albion Rd) Garland Rd to Rt 202
MIR-907110	C523L	Benton	Albion	0	7.05	7.05	(Albion Rd) Falls Rd to Rt 202
MIR-907114	C531L	Albion	Albion	0	4.15	4.15	(S Freedom Rd) Freedom TL to Rt 202
MIR-907125	C533L	Vassalboro	China	0	14.29	14.29	(Webber Pd Rd) Rt 201 to Rt 202
MIR-907127	C534L	Vassalboro	Vassalboro	0	3.13	3.13	(Oak Grove Rd) Rt 201 to Rt 32
MIR-907130	C535L	China	China	0	1.76	1.76	(Alder Park Rd) Rt 3 to Rt 202
MIR-907132	D252M	Searsport	Searsport	0	2.6	2.6	(Sears Island Rd) From Gate to Rt 1

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

SPECIAL PROVISION  
SECTION 107  
TIME  
(Contract Time)

The Contractor shall be allowed to commence Work on or after June 13, 2022 provided that the Contract has been executed and all required submittals have been received and approved by the Department.

The Contractor shall begin Work on or before June 20, 2022 or one week after the date the Contract is executed, whichever is later.

If the Contract is extended beyond 2022, each year, the Contractor shall be allowed to begin Work on or after the second Monday in June and shall begin Work no later than the third Monday in June.

For every Calendar day beyond September 1 of each year, Work is not complete, the Contractor will be charged \$250 in Supplemental Liquidated Damages.

The specified Contract Completion Date is April 1, 2023.

## SPECIAL PROVISION SPECIFICATIONS FOR WORK

### Scope of Work:

The Work consists of mowing roadside vegetation on state arterial & collector roads in Region 2 for the Maine Department of Transportation in the following Crew Areas of the Region:

Area Two

Area Three

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 ensure the Contractor has sufficient resources for satisfactory completion of the Work.
2. Contractors shall begin and complete Work in accordance with Special Provision, Section 107, Contract Time.
3. 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.
4. 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.
5. Inslopes and backslopes that are too steep to safely navigate mowing tractors shall not be mowed.
6. 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.
7. If mowing an eight-foot-wide cut is not possible the Contractor shall mow a swath as wide as roadside conditions allow.

8. A Center Line Mile (CLM) is the basis for payment and includes mowing an eight-foot-wide cut on both sides of the road.
9. 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.
10. 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.
11. 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.
12. Mower operators shall be responsible for setting signs at 2 mile intervals in accordance with Department requirements for establishing Work Zones.
13. 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.
14. The Contractor shall supply signs that comply with current MUTCD guidelines. Signs shall say WORK AREA AHEAD or MOWING AHEAD.
15. Mowing tractors shall have a slow-moving vehicle triangle mounted and plainly visible from the rear of the tractor.
16. Mowing tractors shall use flashers at all time when in operation.
17. 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.
18. Flail, disk, sickle bar, or rotary mowers may be used. Brush hog mower decks are not acceptable.
19. The Department reserves the right to remove Mow Routes from the list of Routes to be mowed at any time for any reason.
20. Contractors are responsible for determining the order in which mow routes are mowed.
21. Any damage caused to slopes, ditches, pavement or any other MaineDOT property caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Department. All work, equipment, and materials required to make repairs shall be the Contractor's expense.

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 between sunrise and 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>
  - 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 perform 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 perform Work on Holidays. 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 perform Work during any state government closure days.
  - h. The Contractor is solely responsible for the planning and execution of Work for the satisfactory completion of Work within the Contract Time.

Invoices and Payment:

Contractors are required to use an internet application provided by the Department to report work accomplishments and completion of individual mow route assets. Data reported is stored in a Department database. Assets reported and accepted by the Department are processed electronically for payment. This eliminates the need to provide paper invoices for payment.

Training will be provided to each Contractor on an as needed basis to learn the use of the internet reporting system.

The Department will inspect mow route assets once reported as complete in the internet application. The Department will determine if mow routes are mowed properly and in accordance with this Contract. Mow route assets that are not mowed properly will be rejected by the Region. Contractors will be required to return to complete the Work. The asset will not be processed for payment until the Contractor completes Work on the asset to the satisfaction of the Department. When assets are mowed to the satisfaction of the Department, the asset will be approved for payment and payment will be processed electronically. Contractors may arrange for electronic deposit of payments by contacting the Controller's Office of the State of Maine.

Payment for assets is based on the bid price quoted in the Schedule of Items. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Department may withhold payments claimed by the Contractor for:

1. Incomplete or incorrect electronic reports
2. Defective or Non-conforming Work
3. Damage to a third party
4. Claims filed or reasonable evidence indicating probable filing of claims
5. The Contractor's failure to pay Employees, Suppliers and/or Subcontractors
6. Regulatory non-compliance or enforcement
7. All other causes that the Department reasonably determines negatively affect the State's interest

SPECIAL PROVISIONS  
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

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

101.2 Definitions Holidays Amend this paragraph by adding “Juneteenth” between ‘Memorial Day’ and ‘Independence Day’.

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 Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.

Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

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

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

All other Defects that do not create a significant question as to the Bidder’s total Bid amount or the Bidder’s ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department.”

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

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

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

103.5 Award Conditions Replace the first paragraph with the following:

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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

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

SPECIAL PROVISION SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

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

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

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:

- 1<sup>st</sup> Incident: If the Contractor does not take corrective action within two days upon receipt of verbal warning, the Department will issue a written warning.
- 2<sup>nd</sup> Incident: The Department will issue a written warning.
- 3<sup>rd</sup> 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.