

**ON CALL
MILLING MACHINES and GRINDERS**

REGIONS 1 – 5

2023

(for the 2023 and 2024 seasons)

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, 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 all items in the Schedule of Items for each Region bid.

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

Title: On Call Milling Machines or Grinders

Location: Regions 1 - 5

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

Title: On Call Milling Machines or Grinders

Location: Regions 1 - 5

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

Title: On Call Milling Machines or Grinders

Location: Regions 1 - 5

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. Each bid package will require a separate request.

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

NOTICE

Bidders:

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

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

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

Vendor Registration

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

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

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: _____

(Date)

(Signature)

(Name and Title Printed)

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

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper “Bids for **On Call Milling Machines and Grinders** in **REGIONS 1 - 5**” will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **March 1, 2023**, 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. **Electronic Bidding will not be available for this bid.**

Description: On Call Milling Machines and Grinders

Location: In Regions 1 - 5

Outline of Work: Remove pavement or concrete wearing surfaces from bridge decks and other incidental work.

A Bidder is not required to bid all Regions but may bid on one or more Region. Contracts may be awarded by Region, to each responsive, responsible bidder that meets the requirements and specifications.

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, 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/>. All publications and project specific documents may be obtained from the Maine Department of Transportation, **Attn.: Mailroom**, 24 Child Street, Augusta, Maine 04333-0016 or purchased by telephone at (207) 624-3536. 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]. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.


There will be no bid bond, performance bond 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.

The right is hereby reserved to the MaineDOT to reject any or all bids.

Augusta, Maine
February 8, 2023



BENJAMIN W. FOSTER
BRIDGE 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

Contractor: _____

The Department will reject bids if 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, the Bid is not signed, or a bid amount 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 and Special Provision, Section 102.11 – Bid Responsiveness.

REGION 1, SCARBOROUGH Bidders are not required to bid all items, although, no bid for mobilization items will result in no pay for mobilization.

Removing Pavement Surface,
Less than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Less than 2,500 square yards
_____ per SY

Removing Pavement Surface,
Greater than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Greater than 2,500 square yards
_____ per SY

Item 659.11 Mobilization – Hourly: _____ per Hour
Item 659.12 Mobilization – Overnight: _____ per Calendar Day
Item 659.13 Mobilization – Night Work: _____ per Calendar Day

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)

SCHEDULE OF ITEMS

Contractor: _____

Bidders are not required to bid all items, although, no bid for mobilization items will result in no pay for mobilization.

REGION 2, AUGUSTA

Removing Pavement Surface,
Less than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Less than 2,500 square yards
_____ per SY

Removing Pavement Surface,
Greater than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Greater than 2,500 square yards
_____ per SY

Item 659.11 Mobilization – Hourly: _____ per Hour

Item 659.12 Mobilization – Overnight: _____ per Calendar Day

Item 659.13 Mobilization – Night Work: _____ per Calendar Day

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)

SCHEDULE OF ITEMS

Contractor: _____

Bidders are not required to bid all items, although, no bid for mobilization items will result in no pay for mobilization.

REGION 3, WILTON

Removing Pavement Surface,
Less than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Less than 2,500 square yards
_____ per SY

Removing Pavement Surface,
Greater than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Greater than 2,500 square yards
_____ per SY

Item 659.11 Mobilization – Hourly: _____ per Hour

Item 659.12 Mobilization – Overnight: _____ per Calendar Day

Item 659.13 Mobilization – Night Work: _____ per Calendar Day

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)

SCHEDULE OF ITEMS

Contractor: _____

Bidders are not required to bid all items, although, no bid for mobilization items will result in no pay for mobilization.

REGION 4, BANGOR

Removing Pavement Surface,
Less than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Less than 2,500 square yards
_____ per SY

Removing Pavement Surface,
Greater than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Greater than 2,500 square yards
_____ per SY

Item 659.11 Mobilization – Hourly: _____ per Hour
Item 659.12 Mobilization – Overnight: _____ per Calendar Day
Item 659.13 Mobilization – Night Work: _____ per Calendar Day

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)

SCHEDULE OF ITEMS

Contractor: _____

Bidders are not required to bid all items, although, no bid for mobilization items will result in no pay for mobilization.

REGION 5, PRESQUE ISLE

Removing Pavement Surface,
Less than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Less than 2,500 square yards
_____ per SY

Removing Pavement Surface,
Greater than 2,500 square yards
_____ per SY

Removing Concrete Surface,
Greater than 2,500 square yards
_____ per SY

Item 659.11 Mobilization – Hourly: _____ per Hour

Item 659.12 Mobilization – Overnight: _____ per Calendar Day

Item 659.13 Mobilization – Night Work: _____ per Calendar Day

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, **On Call Milling Machines and Grinders**, in the Regions awarded in 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.

This Contract commences on **April 1, 2023**, or when executed whichever is later. The Contractor agrees to complete all Work, except warranty work, on or before **March 31, 2025**.

C. Price.

The Regions in which Bids are received and accepted, and Special Provision Section 103 Basis of Award, will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The final Contract amount will be determined by the actual work authorized and performed at bid prices.

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, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for:

On Call Milling Machines and Grinders, in the Regions awarded,

in the 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 complete work as given in assignments.

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):

Region 1 _____

Region 2 _____

Region 3 _____

Region 4 _____

Region 5 _____

The original contract amount is: \$ _____
_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Benjamin W. Foster
Bridge Maintenance Engineer
Bureau of Maintenance & Operations

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **On Call Milling Machines and Grinders**, in the Regions awarded in 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.

This Contract commences on **April 1, 2023**, or when executed whichever is later. The Contractor agrees to complete all Work, except warranty work, on or before **March 31, 2025**.

C. Price.

The Regions in which Bids are received and accepted, and Special Provision Section 103 Basis of Award, will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The final Contract amount will be determined by the actual work authorized and performed at bid prices.

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, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for:

On Call Milling Machines and Grinders, in the Regions awarded,

in the 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 complete work as given in assignments.

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):

Region 1 _____

Region 2 _____

Region 3 _____

Region 4 _____

Region 5 _____

The original contract amount is: \$ _____
_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Benjamin W. Foster
Bridge Maintenance Engineer
Bureau of Maintenance & Operations

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (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).

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 ON CALL GUARDRAIL WORK, in the regions awarded in 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, beginning after contract execution or March 31, 2019 whichever is latest and continuing until this contract expires on March 31, 2020.

C. Price.

The regions in which bids are received and accepted as bid in the Schedule of Items of the Bid Package and Special Provision Section 103 Basis of Award will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

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, 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 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 November 2014 Edition, Standard Details November 2014 Edition, as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for **GUARDRAIL WORK** in the 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, November 2014 Edition, and as addressed in the contract documents.

Second: 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.

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

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

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

CONTRACTOR

(Date here)
Date

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

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

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

- Region 1
- Region 2
- Region 3
- Region 4
- Region 5

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

State of Maine
 Department of Labor
 Bureau of Labor Standards
 Augusta, Maine 04333-0045
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

**2023 Fair Minimum Wage Rates
 Heavy & Bridge Statewide**

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$32.00	\$4.74	\$36.74
Bulldozer Operator	\$30.00	\$7.29	\$37.29
Carpenter	\$28.35	\$5.57	\$33.92
Cement Masons And Concrete Finisher	\$24.00	\$3.34	\$27.34
Commercial Divers	\$30.00	\$1.13	\$31.13
Construction And Maintenance Painters	\$23.50	\$2.74	\$26.24
Construction Laborer	\$22.00	\$3.86	\$25.86
Crane And Tower Operators	\$32.25	\$7.48	\$39.73
Crushing Grinding And Polishing Machine Operators	\$24.76	\$6.23	\$30.99
Earth Drillers - Except Oil And Gas	\$20.50	\$0.82	\$21.32
Electrical Power - Line Installer And Repairers	\$33.44	\$9.65	\$43.09
Electricians	\$32.14	\$10.52	\$42.66
Excavating And Loading Machine And Dragline Operators	\$25.50	\$2.92	\$28.42
Excavator Operator	\$27.00	\$3.51	\$30.51
Fence Erectors	\$22.00	\$1.78	\$23.78
Flaggers	\$20.00	\$0.63	\$20.63
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$30.00	\$4.81	\$34.81
Heavy And Tractor - Trailer Truck Drivers	\$26.00	\$3.18	\$29.18
Highway Maintenance Workers	\$25.47	\$2.38	\$27.85
Industrial Machinery Mechanics	\$34.00	\$2.30	\$36.30
Industrial Truck And Tractor Operators	\$21.00	\$3.08	\$24.08
Light Truck Or Delivery Services Drivers	\$22.00	\$3.17	\$25.17
Millwrights	\$31.75	\$8.54	\$40.29
Mobile Heavy Equipment Mechanics - Except Engines	\$27.00	\$4.16	\$31.16
Operating Engineers And Other Equipment Operators	\$26.63	\$7.17	\$33.80
Paver Operator	\$25.51	\$7.33	\$32.84
Pipelayers	\$25.50	\$3.54	\$29.04
Plumbers Pipe Fitters And Steamfitters	\$34.00	\$18.61	\$52.61
Radio Cellular And Tower Equipment Installers	\$27.50	\$2.08	\$29.58
Reinforcing Iron And Rebar Workers	\$48.58	\$0.00	\$48.58
Riggers	\$35.87	\$23.50	\$59.37
Screed/Wheelman	\$26.47	\$3.96	\$30.43
Sheet Metal Workers	\$26.75	\$6.43	\$33.18
Structural Iron And Steel Workers	\$29.02	\$6.74	\$35.76
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$29.00	\$8.40	\$37.40
Telecommunications Line Installers And Repairers	\$24.00	\$4.13	\$28.13

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

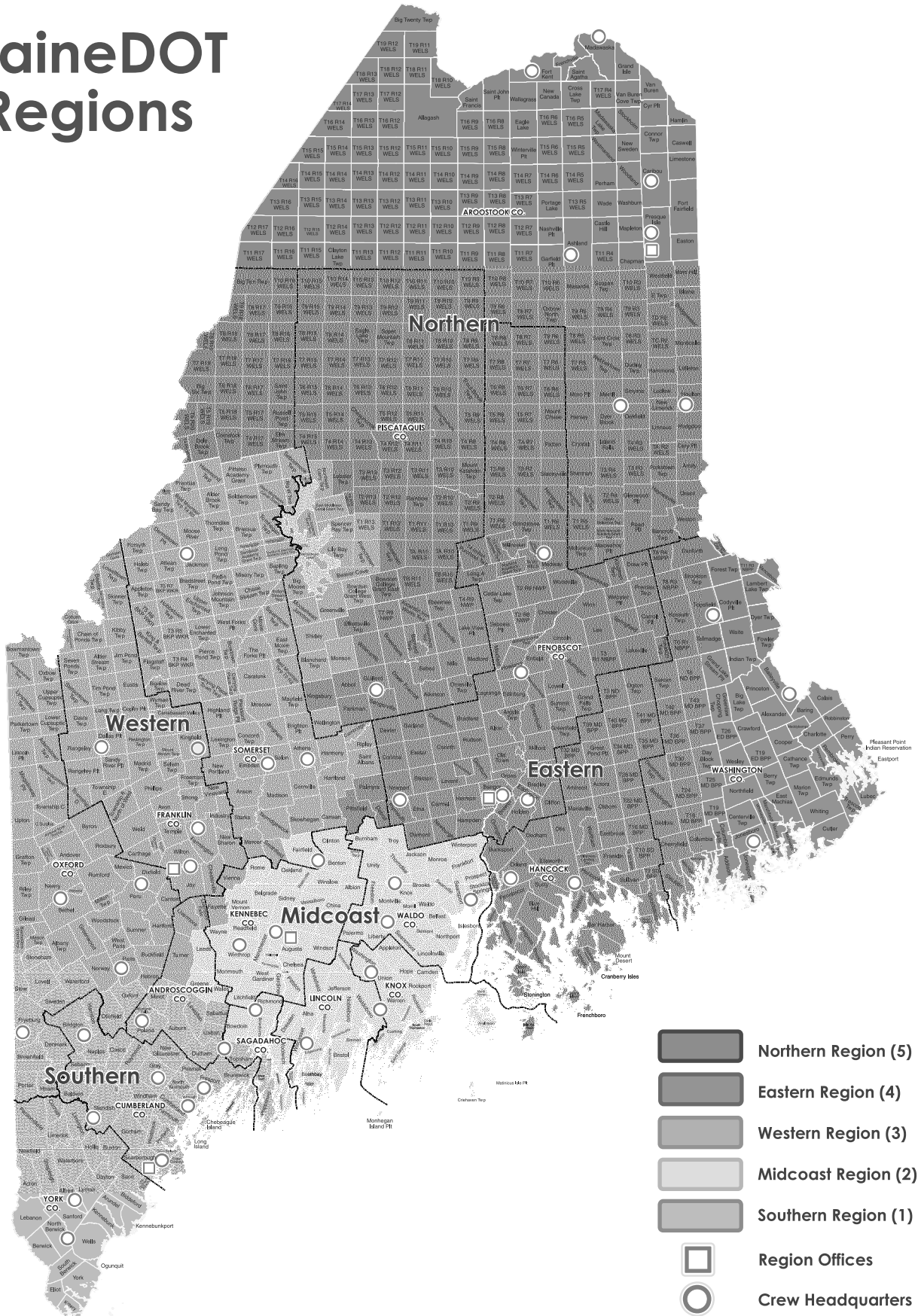
A true copy

Attest: Scott R. Cotnoir

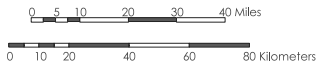
**Scott R. Cotnoir
 Wage & Hour Director
 Bureau of Labor Standards**

Expiration Date: 12-31-2023

MaineDOT Regions

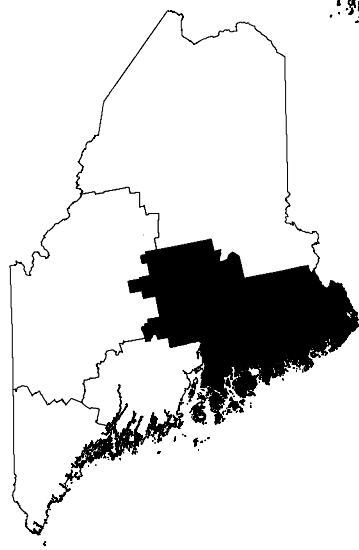
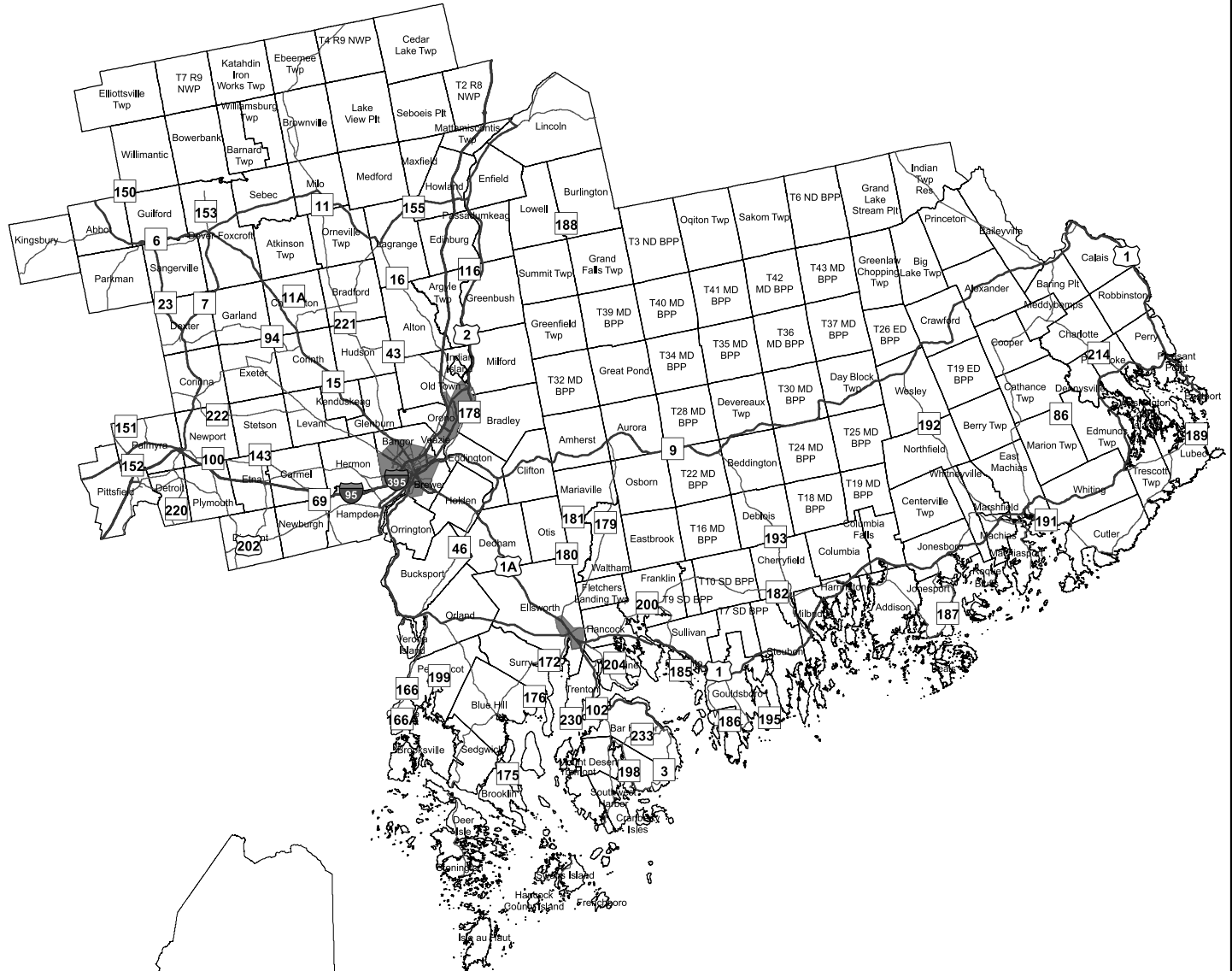


Revised Sept. 2020



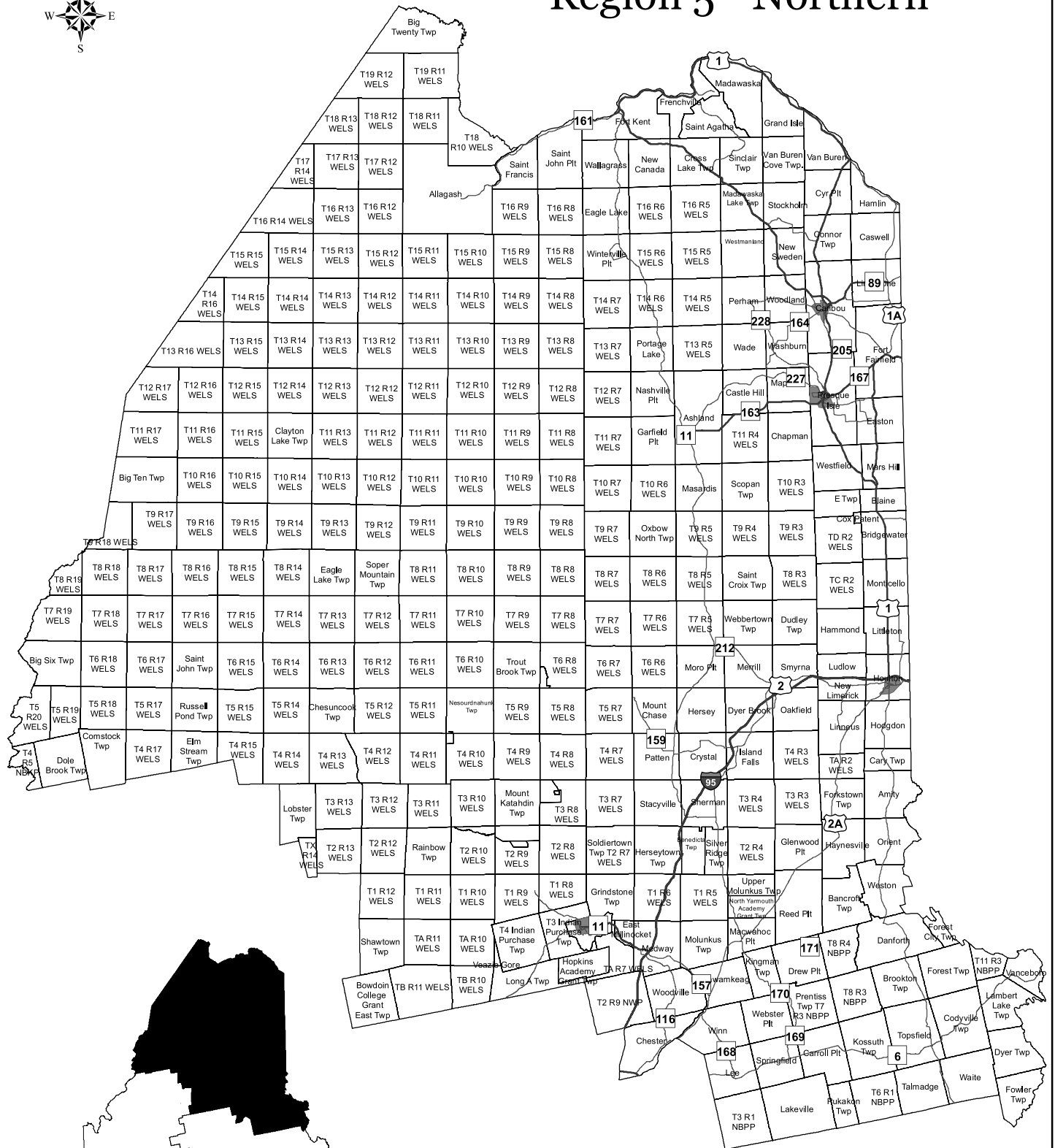


Region 4 - Eastern



- Arterials
- Major Collectors
- State Urban Areas

Region 5 - Northern



-  Arterials
-  Major Collectors
-  State Urban Areas

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 103
AWARD AND CONTRACTING
(Basis of Award)

Bids (quotes) are requested from Contractors desiring to perform Work removing pavement or concrete wearing surfaces from bridge decks for some MaineDOT maintenance work zones and small construction work sites.

Bids (quotes) are requested for all 5 Regions in the state. A Bidder is not required to bid all Regions, and may bid on one or more Region(s). Bidders are not required to bid all items.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department and each responsive bidder may enter into a Contract that will obligate each bidder to perform work pursuant to Assignment Letters at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department and according to the following terms. Work will be assigned under these contracts according to the following process: The Contractor with the lowest bid for the particular Work (the "Assignment") will have first option to perform work pursuant to an Assignment Letter. If this Contractor is unable to accept the work, then the Department will contact the firm that submitted the next lowest bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment. Upon mutual agreement, an Assignment Letter will then be sent to the successful contractor. The Work described in this letter will become part of the Contract.

If, a Contractor fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department may invoke Default or Termination as defined in Special Provision Section 112 Default and Termination.

The accepted quantities will be paid for in accordance with Special Provisions. The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount. The Regions in which bids are received and accepted and the following estimates will be used to determine the original contract amount.

Region 1 - \$20,000 annually = \$40,000
Region 2 - \$20,000 annually = \$40,000
Region 3 - \$20,000 annually = \$40,000
Region 4 - \$20,000 annually = \$40,000
Region 5 - \$20,000 annually = \$40,000

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Wage Rates)

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws The State Wage Rates enclosed apply to this work. Federal Wage Rates do not apply to this work.

SPECIAL PROVISION
SECTION 107
TIME
(Project Closeout)

Delete the entire Section 107.9 Project Closeout and replace with the following:

107.9.4 Closeout Documentation. Upon receipt and approval of the itemized invoice submitted by the Contractor as specified in Special Provision Section 108, Payment, Invoices and Payment, the Assignment will be considered Physically Complete and Finally Accepted.

107.9.5 Final Acceptance. Within 30 days of the acceptance of the invoice, the Contractor shall provide an All Bills Paid Letter.

If the Contractor fails to resolve issues and deliver Closeout Documentation within the 30 Days provided in Section 107.9.5, the Department may provide a final notice informing the Contractor in writing that unless the Contractor Delivers all Closeout Documentation within 30 Days of the date of Receipt of final notice, the Contractor shall be in Default under the Contract. The Contractor may be refused the opportunity to accept the next assignment under the Contract. The Department may then pursue all remedies provided by the Contract or by law, including withholding payment on future assignments within the Contract. For a related provision, see Section 102.1.1 - Eligibility to Bid - Basic Requirements.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Invoices and Payment)

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall be on a Contractor's letterhead and shall include the following information:

Contractor name, address & Contract Number
Invoice Date & Number
Period during which Work was performed or Dates of Service
Description and Location of Work or Service
Quantities at the Prices contained in the Contractor's Bid
Extra Work agreed to by written Contract Modification
Total amount due

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

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 Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,

- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. Repetitive breakdowns
- J. All other causes that the Department reasonably determines negatively affect the State's interest.

The Department may hold, temporarily or permanently, retainage as needed to assure timely Completion of the Work and payment of all Subcontractors and Suppliers in Conformity with the Contract.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Pavement Surface)

The March 2020 Revision of the Standard Specifications, Section 202 - Removing Structures and Obstructions, subsection 202.061-Removing Pavement Surface, has been removed and replaced in its entirety by the following:

202.061 Removing Pavement Surface The equipment for removing the bituminous surface shall be a power operated milling machine or grinder capable of removing bituminous concrete pavement to the required depth, transverse cross slope, and profile grade using an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope, to compensate for surface irregularities in the existing pavement course. The equipment shall be capable of accurately establishing profile grades by referencing from a fixed reference such as a 30-foot minimum contact ski (floating beam), 24 foot non-contact ski (floating beam) with 3 or more sensors; or 3 non-contact sensors directly affixed at the fore, mid, and aft points of the milling machine. Systems designed to incorporate a contact sensor located at the mid-point of the milling machine in lieu of the non-contact sensor will be permitted. Grade control sensors shall all be located on the same side. A single sensor, contact or otherwise, shall not be permitted unless otherwise approved by the Department.

The rotary drum shall be a minimum of 7 feet in width and utilize carbide tip tools at a minimum triple wrap configuration. The difference in height from the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed $\frac{1}{4}$ inch. The forward speed of the milling machine shall be adjusted to produce a milled surface meeting the groove spacing, groove depth, and surface tolerance requirements of this specification. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. The Department may evaluate the texture of the milled surface for information purposes by performing the Sand Patch test according to ASTM E 965.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the milling or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01). The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding $\frac{1}{2}$ inch under a 16-foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross slope that exceed $\frac{3}{8}$ inch under a 10-foot string line or straightedge placed transversely to the centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

The following is added to Section 202 - Removing Structures and Obstructions:

Method of Measurement Removing Pavement Surface and Removing Concrete Surface will be measured for payment by the square yard with no deductions made for areas occupied by existing obstructions.

Basis of Payment The square yard contract price will be full compensation for mobilizing to the site, de-mobilizing from the site, labor, supervision, cleaning of the milled surface, and all other incidentals required to complete the work. Hauling and stockpiling of the material will not be paid for directly but will be considered incidental to the milling items.

SPECIAL PROVISION (MOBILIZATION)

NOTE: The Contractor and the Department (Region Engineer or their designee) shall agree upon the type of Mobilization prior to the commencement of any work.

Mobilization - Hourly

The Contractor shall be paid for mobilization by the hour for time they travel to or from the project site to provide milling or grinding services to the MaineDOT. The Contractor will be paid by the hour for the following:

1. Travel time between work sites if multiple sites exist.
2. Time it takes to travel to and from the work site. This time will be measured to and from the work site to the company's closest base of operations and/or the crew's overnight location.

The total amount of hours will be rounded off to the nearest ¼ hour. This may involve work at multiple sites within the specified area on the same day.

Mobilization - Overnight

The Contractor shall be paid for one calendar day of Item 659.12 Mobilization – Overnight for each night (or day for nightwork) they provide milling or grinding services to the MaineDOT where the work requires more than one day to complete **and** requires the crew to spend the night following that workday away from home. Item 659.12 includes all expenses related to overnight stays. Travel time between work sites, travel from the work site to the crew's overnight location and travel from the crew's overnight location to the work site will be paid for under Item 659.11 Mobilization - Hourly.

Mobilization - Night Work

In addition to 659.11 Mobilization – Hourly and 659.12 Mobilization – Calendar Day, the Contractor shall be paid for one calendar day of night time mobilization for each night they provide milling or grinding services to the MaineDOT when the work or any portion thereof is conducted between sunset and ½ hour before sunrise according to the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine.asp>. If the project town is not listed, the closest town on the list will be used as agreed.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
659.11 Mobilization – Hourly	Hour
659.12 Mobilization – Overnight	Calendar Day
659.13 Mobilization – Night Work	Calendar Day

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 Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“All Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidders if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Add the following:

“Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

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

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

“All responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidders.”

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 Work location, 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 Agreement, Offer, and Award form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder’s Bid is read at Bid Opening.”

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.”

102.11.2 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

103.4 Notice of Award Delete the section in its entirety and replace with the following:

“The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request a payment bond, performance bond, insurance bond, special certifications, and other information from the Apparent Successful Bidders. If prequalification is required and an Apparent Successful Bidder is not prequalified at the time of Bid Opening, the Department shall have 15 days from the successful completion of the Prequalification process or 30 days following Bid Opening; whichever is longer. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper bonds, insurance, and other pre-award requirements, an Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5.”

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 the 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.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word “handicap” in two places with the word “disability” so it now reads:

“2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability.”

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING AND INSURANCE

110.3.9 Administrative & General Provisions Amend this subsection by adding “Automobile Liability” under letter A) Additional Insured to the list of exceptions.

SPECIAL PROVISION SECTION 112
DEFAULT AND TERMINATION

Delete the entire Section 112 and replace it with the following:

Default and Termination of Assignment The Contractor is in Default of the Assignment if the Contractor:

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements or Scope and Specifications of Work to be Performed*.
- B. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- C. After work on assignment has commenced, fails to continuously work on assignment unless otherwise approved by the Department.
- D. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- E. Continues to perform Work after the Department directs that Work be stopped.

If Default of an Assignment occurs, the Department may give written Notice of Default and Termination of Assignment 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 award the Assignment to another Contractor 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 Assignment in an acceptable and timely manner.

Upon receiving a Default and Termination of Assignment, the Department may, in addition, consider this notification as a Default and Termination of Contract incident.

If Default of an Assignment occurs, and the Department does not give Notice of Default and Termination of Assignment, the Department may issue a written warning and the Contractor shall complete the Assignment. Upon receiving a written warning, the Department may, in addition consider this warning as a Default and Termination of Contract incident.

Default and Termination of Contract The Contractor is in Default of the Contract if the Contractor:

- A. Is in Default of an Assignment and the Department considers the default a Default and Termination of Contract incident.
- B. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way.
- C. Discontinues the Work without the Department approval.
- D. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Default of Contract will result in the following actions:

1st Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 (two) days upon receipt of verbal warning, or for an emergency Assignment within 2 (two) hours after notification, 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 of the Contract occurs, the Department may give written Notice of Default and Termination 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.

Termination for Convenience

The Department may terminate this Contract for convenience or for any reason that is in the best interest of the Department. Terminations caused without fault of or for reasons beyond the control of the Contractor are Terminations for Convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience

In case of a Termination for Convenience, 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. Acceptable Materials, obtained by the Contractor for the Work but which have not been incorporated therein, may at the option of the Department be purchased from the Contractor at Actual Costs delivered to a prescribed location or otherwise disposed of as mutually agreed

Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract.