

# **Vegetation Management Services**

**Regions 1, 2, 3, and 5**

**2023**

**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 Regions 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

WIN or Title: **Vegetation Management Services**

Towns, Regions or Location: **Regions 1, 2, 3, and 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

WIN or Title: **Vegetation Management Services**

Towns, Regions or Location: **Regions 1, 2, 3, and 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

WIN or Title: **Vegetation Management Services**

Towns, Regions or Location: **Regions 1, 2, 3, and 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](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 **Vegetation Management Services in Regions 1, 2, 3 & 5**” will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **May 24, 2023** 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: Vegetation Management

Locations: Region 1 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc.  
Region 2 in the counties of Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, and Somerset.  
Region 3 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis.  
Region 5 in the counties of Penobscot, Piscataquis, Aroostook, and Washington.

Outline of Work: Vegetation Management along State Roadsides and other incidental work in Regions 1, 2, 3, and 5.

**Contractor may bid on one or more Regions 1, 2, 3, and 5.**

**The basis of award will be apparent low bidder by Region.**

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](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 can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, or requested by telephone at (207) 624-3536.

**There will be no bid bonds, performance bonds or payment bond required.**

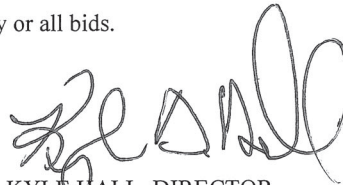
Each Bid must be made upon blank forms provided by the Department.

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. 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 3, 2023



KYLE HALL, 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  
VEGETATION MANAGEMENT  
REGIONS 1, 2, 3 & 5**

**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.

**The basis for award will be the lowest responsible responsive bid for Roadside Herbicide Application. Bidder is required to bid all Items for a Region. Bidders may bid on any Region, any combination of Regions, or all Regions.**

**Region 1**

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
<b>Roadside Herbicide Application:</b> 3-person crew, spray truck, shadow vehicle (Department Supplies all Materials)	160	Center Line Mile	\$	\$
<b>Backpack Herbicide Application:</b> 2-person crew, truck, 2 backpack hand pumped sprayers (Department Supplies all Materials)	60	Hour	\$	\$
<b>Cost for 3<sup>rd</sup> spray applicator:</b> with hand-pump sprayer to work with 2-person Backpack crew (Department Supplies all Materials)	60	Hour	\$	\$
<b>Region 1 TOTAL</b>				<b>\$</b>

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)*

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

**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.

**The basis for award will be the lowest responsible responsive bid for Roadside Herbicide Application. Bidder is required to bid all Items for a Region. Bidders may bid on any Region, any combination of Regions, or all Regions.**

**Region 2**

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
<b>Roadside Herbicide Application:</b> 3-person crew, spray truck, shadow vehicle (Department Supplies all Materials)	700	Center Line Mile	\$	\$
<b>Backpack Herbicide Application:</b> 2-person crew, truck, 2 backpack hand pumped sprayers (Department Supplies all Materials)	20	Hour	\$	\$
<b>Cost for 3<sup>rd</sup> spray applicator:</b> with hand-pump sprayer to work with 2-person Backpack crew (Department Supplies all Materials)	20	Hour	\$	\$
<b>Region 2 TOTAL</b>				<b>\$</b>

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)*

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

**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.

**The basis for award will be the lowest responsible responsive bid for Roadside Herbicide Application. Bidder is required to bid all Items for a Region. Bidders may bid on any Region, any combination of Regions, or all Regions.**

**Region 3**

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
<b>Roadside Herbicide Application:</b> 3-person crew, spray truck, shadow vehicle (Department Supplies all Materials)	1200	Center Line Mile	\$	\$
<b>Backpack Herbicide Application:</b> 2-person crew, truck, 2 backpack hand pumped sprayers (Department Supplies all Materials)	20	Hour	\$	\$
<b>Cost for 3<sup>rd</sup> spray applicator:</b> with hand-pump sprayer to work with 2-person Backpack crew (Department Supplies all Materials)	20	Hour	\$	\$
<b>Region 3 TOTAL</b>				<b>\$</b>

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)*

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

**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.

**The basis for award will be the lowest responsible responsive bid for Roadside Herbicide Application. Bidder is required to bid all Items for a Region. Bidders may bid on any Region, any combination of Regions, or all Regions.**

**Region 5**

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
<b>Roadside Herbicide Application:</b> 3-person crew, spray truck, shadow vehicle (Department Supplies all Materials)	500	Center Line Mile	\$	\$
<b>Backpack Herbicide Application:</b> 2-person crew, truck, 2 backpack hand pumped sprayers (Department Supplies all Materials)	50	Hour	\$	\$
<b>Cost for 3<sup>rd</sup> spray applicator:</b> with hand-pump sprayer to work with 2-person Backpack crew (Department Supplies all Materials)	50	Hour	\$	\$
<b>Region 5 TOTAL</b>				<b>\$</b>

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)*

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

**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.

CTM: \_\_\_\_\_

TEDOCS: \_\_\_\_\_

CSN: \_\_\_\_\_

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ **(Contractor)** a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Vegetation Management Services Regions 1, 2, 3 & 5, in the Counties of York, Cumberland, Oxford, Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, Somerset, Franklin, Aroostook, Piscataquis, Penobscot, and Washington, Maine.** The Work includes vegetation management including use of herbicides, 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 **May 8, 2023** or when executed whichever is later and expires on **April 1, 2024**. The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 2023**. 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 up to five (5) additional 1-year periods.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount.

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

Spraying will be paid for at the Unit Cost Payment Rate per Center Line Mile (CLM) or Hourly which is the rate bid and adjusted based on the variance in costs for the diesel fuel component of the work. Rate adjustments will be made upward or downward, as diesel prices increase or decrease. Adjustments will be as determined by the Department as follows:

**Base Fuel Price:** The base price of diesel fuel is the price per gallon shown as the weekly retail cost of diesel fuel for the U.S. On-Highway Diesel Fuel Prices, New England Subdistrict (PADD1A) found at <https://www.eia.gov/petroleum/gasdiesel/> for the date most immediately preceding the Bid Opening Date.

**Period Fuel Price:** The period price is the price per gallon shown as the weekly retail cost of diesel fuel for the U.S. On-Highway Diesel Fuel Prices, New England Subdistrict (PADD1A) found at <https://www.eia.gov/petroleum/gasdiesel/> for the date most immediately preceding the adjustment period dates of March 20 and August 1 of each year.

**Base Unit Cost Rate:** The Base Unit Cost Rate shall be the unit cost per Center Line Mile (CLM) or Hourly.

**Period Unit Cost Rate:** The Period Unit Cost Rate is the rate bid and adjusted in accordance with the chart below.

Difference between Base Fuel Price and Period Fuel Price	Adjustment to Base Unit Cost Rate to get Period Unit Cost Rate (CLM)	Adjustment to Base Unit Cost Rate to get Period Unit Cost Rate (Hourly)
Increase of \$0.00 – \$0.49	No change	No Change
Increase of \$0.50 - \$1.49	Increase \$0.20	Increase \$.80
Increase of \$1.50 – \$2.49	Increase \$0.40	Increase \$1.60
Increase of \$2.50 – \$3.49	Increase \$0.60	Increase \$2.40
Decrease of \$0.00 - \$0.99	No change	No change
Decrease of \$1.00 - \$1.99	Decrease \$0.20	Decrease \$0.80
Decrease of \$2.00 - \$2.99	Decrease \$0.40	Decrease \$1.60
Decrease of \$3.00 or more	Decrease \$0.60	Decrease \$2.40

**Adjustment Period:** The Period Unit Payment Rates will become effective on the second Saturday after the Adjustment period dates of March 20 and August 1 of each year and will remain in effect until the next period adjustment.

Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in 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, **Vegetation Management Services Regions 1, 2, 3 & 5, in the Counties of York, Cumberland, Oxford, Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, Somerset, Franklin, Aroostook, Piscataquis, Penobscot, and Washington**, 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 Region, 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 two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

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

\_\_\_\_\_

(Name and Title Printed)

**G. Award.**

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

Region 1       Region 2       Region 3       Region 5

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

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Kyle Hall  
Director  
Bureau of Maintenance & Operations

CTM: \_\_\_\_\_

TEDOCS: \_\_\_\_\_

CSN: \_\_\_\_\_

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ **(Contractor)** a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Vegetation Management Services Regions 1, 2, 3 & 5, in the Counties of York, Cumberland, Oxford, Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, Somerset, Franklin, Aroostook, Piscataquis, Penobscot, and Washington, Maine.** The Work includes vegetation management including use of herbicides, 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 **May 8, 2023** or when executed whichever is later and expires on **April 1, 2024**. The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 2023**. 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 up to five (5) additional 1-year periods.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount.

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

Spraying will be paid for at the Unit Cost Payment Rate per Center Line Mile (CLM) or Hourly which is the rate bid and adjusted based on the variance in costs for the diesel fuel component of the work. Rate adjustments will be made upward or downward, as diesel prices increase or decrease. Adjustments will be as determined by the Department as follows:

**Base Fuel Price:** The base price of diesel fuel is the price per gallon shown as the weekly retail cost of diesel fuel for the U.S. On-Highway Diesel Fuel Prices, New England Subdistrict (PADD1A) found at <https://www.eia.gov/petroleum/gasdiesel/> for the date most immediately preceding the Bid Opening Date.

**Period Fuel Price:** The period price is the price per gallon shown as the weekly retail cost of diesel fuel for the U.S. On-Highway Diesel Fuel Prices, New England Subdistrict (PADD1A) found at <https://www.eia.gov/petroleum/gasdiesel/> for the date most immediately preceding the adjustment period dates of March 20 and August 1 of each year.

**Base Unit Cost Rate:** The Base Unit Cost Rate shall be the unit cost per Center Line Mile (CLM) or Hourly.

**Period Unit Cost Rate:** The Period Unit Cost Rate is the rate bid and adjusted in accordance with the chart below.

Difference between Base Fuel Price and Period Fuel Price	Adjustment to Base Unit Cost Rate to get Period Unit Cost Rate (CLM)	Adjustment to Base Unit Cost Rate to get Period Unit Cost Rate (Hourly)
Increase of \$0.00 – \$0.49	No change	No Change
Increase of \$0.50 - \$1.49	Increase \$0.20	Increase \$.80
Increase of \$1.50 – \$2.49	Increase \$0.40	Increase \$1.60
Increase of \$2.50 – \$3.49	Increase \$0.60	Increase \$2.40
Decrease of \$0.00 - \$0.99	No change	No change
Decrease of \$1.00 - \$1.99	Decrease \$0.20	Decrease \$0.80
Decrease of \$2.00 - \$2.99	Decrease \$0.40	Decrease \$1.60
Decrease of \$3.00 or more	Decrease \$0.60	Decrease \$2.40

**Adjustment Period:** The Period Unit Payment Rates will become effective on the second Saturday after the Adjustment period dates of March 20 and August 1 of each year and will remain in effect until the next period adjustment.

Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in 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, **Vegetation Management Services Regions 1, 2, 3 & 5, in the Counties of York, Cumberland, Oxford, Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, Somerset, Franklin, Aroostook, Piscataquis, Penobscot, and Washington**, 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 Region, 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 two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

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

\_\_\_\_\_

(Name and Title Printed)

**G. Award.**

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

Region 1       Region 2       Region 3       Region 5

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

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Kyle Hall  
Director  
Bureau of Maintenance & Operations

CTM: \_\_\_\_\_

TEDOCS: \_\_\_\_\_

CSN: \_\_\_\_\_

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ **(Name of the firm bidding the job)** \_\_\_\_\_ **(Contractor)** a corporation or other legal entity organized under the laws of the State of **(State)**, with its principal place of business located at \_\_\_\_\_ **(address of the firm bidding the job)** \_\_\_\_\_.

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

### A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Vegetation Management Services Regions 1, 2, 3 & 5, in the Counties of York, Cumberland, Oxford, Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, Somerset, Franklin, Aroostook, Piscataquis, Penobscot, and Washington, Maine.** The Work includes vegetation management including use of herbicides, 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 **the second Monday of May, 2023** or when executed whichever is later and expires on **April 30, 2024**. The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 2023**. 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 up to five (5) additional 1-year periods, but no later than **April 30, 2029**.

### 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.

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

Spraying will be paid for at the Unit Cost Payment Rate per Center Line Mile (CLM) or Hourly which is the rate bid and adjusted based on the variance in costs for the diesel fuel component of the work. Rate adjustments will be made upward or downward, as diesel prices increase or decrease. Adjustments will be as determined by the Department as follows:

**Base Fuel Price:** The base price of diesel fuel is the price per gallon shown as the weekly retail cost of diesel fuel for the U.S. On-Highway Diesel Fuel Prices, New England Subdistrict (PADD1A) found at <https://www.eia.gov/petroleum/gasdiesel/> for the date most immediately preceding the Bid Opening Date.

**Period Fuel Price:** The period price is the price per gallon shown as the weekly retail cost of diesel fuel for the U.S. On-Highway Diesel Fuel Prices, New England Subdistrict (PADD1A) found at <https://www.eia.gov/petroleum/gasdiesel/> for the date most immediately preceding the adjustment period dates of March 20 and August 1 of each year.

**Base Unit Cost Rate:** The Base Unit Cost Rate shall be the unit cost per Center Line Mile (CLM) or Hourly.

**Period Unit Cost Rate:** The Period Unit Cost Rate is the rate bid and adjusted in accordance with the chart below.

Difference between Base Fuel Price and Period Fuel Price	Adjustment to Base Unit Cost Rate to get Period Unit Cost Rate (CLM)	Adjustment to Base Unit Cost Rate to get Period Unit Cost Rate (Hourly)
Increase of \$0.00 – \$0.49	No change	No Change
Increase of \$0.50 - \$1.49	Increase \$0.20	Increase \$.80
Increase of \$1.50 – \$2.49	Increase \$0.40	Increase \$1.60
Increase of \$2.50 – \$3.49	Increase \$0.60	Increase \$2.40
Decrease of \$0.00 - \$0.99	No change	No change
Decrease of \$1.00 - \$1.99	Decrease \$0.20	Decrease \$0.80
Decrease of \$2.00 - \$2.99	Decrease \$0.40	Decrease \$1.60
Decrease of \$3.00 or more	Decrease \$0.60	Decrease \$2.40

**Adjustment Period:** The Period Unit Payment Rates will become effective on the second Saturday after the Adjustment period dates of March 20 and August 1 of each year and will remain in effect until the next period adjustment.

Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in 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, **Vegetation Management Services Regions 1, 2, 3 & 5, in the Counties of York, Cumberland, Oxford, Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, Somerset, Franklin, Aroostook, Piscataquis, Penobscot, and Washington**, 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 Region, 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 two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

\_\_\_\_\_  
(date here)  
Date

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

\_\_\_\_\_  
(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 5

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

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

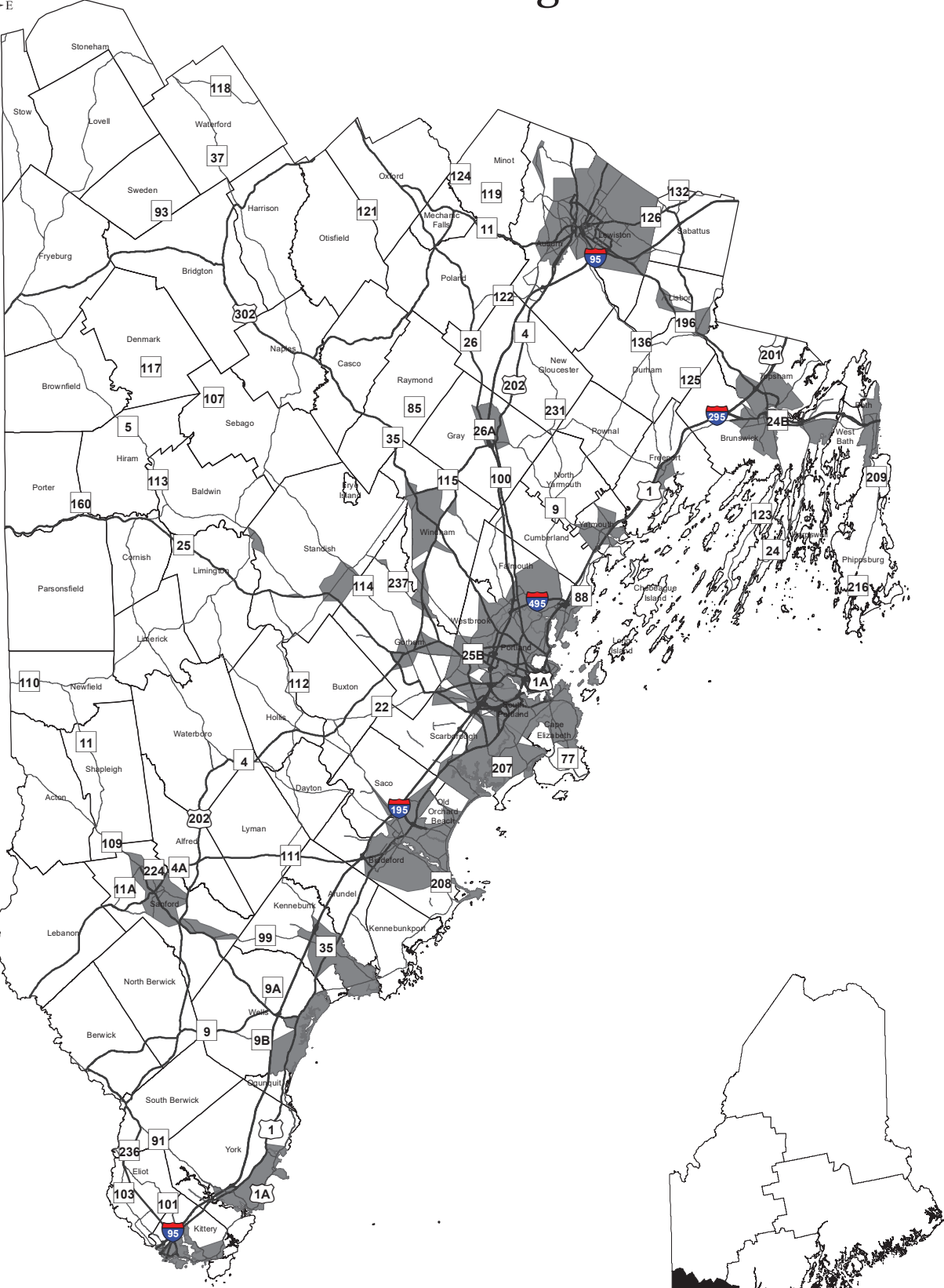
\_\_\_\_\_  
By: Kyle Hall  
Director  
Bureau of Maintenance & Operations

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

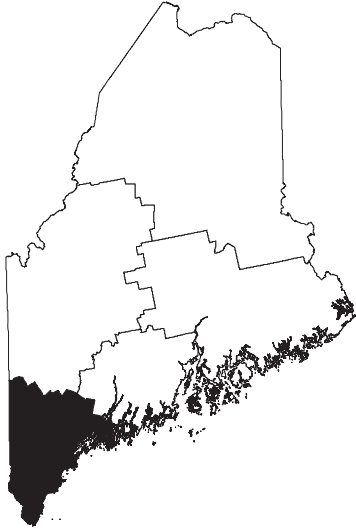
Sec. 1303. Public Works; minimum wage

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

# Region 1 - Southern



- Arterials
- Major Collectors
- State Urban Areas









SPECIAL PROVISION  
Section 107  
TIME  
(Contract Time)

The Contract commences on **May 8, 2023** or when executed whichever is later and expires on **April 1, 2024**. The Contractor will be allowed to commence work following Contract execution provided all required submittals have been received and approved by the Department and in accordance with the start dates set forth in the Contract.

At the Department's discretion and upon mutual agreement with the Contractor the Contract may be extended for time and money, under all terms of the Contract up to five (5) additional one-year periods. The determination to extend the Contract will be made by March 1 of each year if the Contract is to be extended for the upcoming year. The Contract will not extend beyond **April 1, 2029**. For all contract extension years, the Contractor shall start on or after the second Monday in May and complete all Work all Work, except warranty work, on or before **October 1**.

The Contractor will be allowed to commence work 15 minutes after sunrise and shall be completely off the road 15 minutes before sunset. Sunrise and sunset will be determined according to the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine/>. If the project town is not listed, the closest town on the list will be used as agreed.

Night work will not be allowed on this project.

Work can be performed any days except Sundays and Holidays, unless expressly specified otherwise in this Contract. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. The Contractor may work on Patriot's Day, Juneteenth, and Indigenous Peoples Day without the Department's approval. The Department may modify the Contract if work will not be allowed on a specified days due to special events affecting traffic and the Contract time will be extended by the same number of Calendar Days.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection.

MAINEDOT SPECIAL PROVISION  
SPECIFICATIONS FOR WORK

**I. Scope of Work:**

The Work shall include but is not limited to the application of herbicides on roadsides and other MaineDOT property using powered and non-powered equipment. This Work shall be completed in accordance with the terms of the Contract, Special Provisions, and General Notes.

Work on any task assigned shall begin within an agreed upon time after contract start date. Once work on an assignment has begun the Contractor shall continue the Work without interruption in schedule unless otherwise approved by the Department. Work such as selective weed control, guardrail applications, and control of invasive species may begin in May preceding roadside spraying for control of brush.

**II. Work May Include:**

1. Roadside Herbicide Applications for Control of Brush:

Roadside Herbicide Application shall consist of a 3-person crew at least one of which is a Maine licensed pesticide applicator, a shadow vehicle and an application vehicle with powered spray apparatus which allows the applicator to spray from the truck as it moves along the side of the road. The shadow vehicle and the application vehicle may occupy a portion of the travel lane while spraying.

Traffic control shall consist of the following: Applicator vehicle shall have 2 rotating amber lights and a rear-mounted sign stating, "One Lane Road". The Contractor shall provide a shadow vehicle that shall be present and no more than ¼ mile behind the applicator vehicle at all times that the applicator vehicle is on or adjacent to the road. The shadow vehicle shall have 2 rotating amber lights and a rear mounted sign stating, "Road Work Ahead". Signs shall conform to the requirements of Part VI of the latest edition of the Manual of Uniform Traffic Control Devices, and NCHRP 350 guidelines. Applications will be at the request of the Department.

The Contractor shall apply herbicides to deciduous tree species six feet or less in height and evergreen tree species three feet or less in height to **the edge of the Maintained Right of Way**. The actual width sprayed in all Regions will be dictated by existing maintenance conditions, the extent of the maintenance right of way, and Department mandated buffers. The Department will supply all herbicides and related materials. Herbicides shall be mixed at Department specified rates and applied along identified sections of road. The Contractor shall spray and control at least 90% of all trees within the height criteria. Evergreen tree species are required to be fully covered with spray on the roadside facing portion to control them. Partially sprayed trees shall not be considered controlled.

The Contractor will be compensated by the Centerline Mile (CLM) of road section assigned. Sections will be continuous from Mile Point to Mile Point. Unless otherwise stated by the Region, a Centerline Mile will include both the left and right-side shoulders. In cases where the Region only requires that one side of the road be sprayed from Mile Point to Mile Point, the Contractor will be compensated at ½ the Centerline Mile cost.

The Department will supply the Contractor with official Department maps showing all roads to be treated and a list of their mileages, or equivalent methods, for determining road sections to be sprayed. The official mileages will be the method used to determine Center Line Mile distance.

Application Rules:

The Contractor shall exercise sound judgement regarding environmental conditions that cause off target drift and deposition of spray materials. Environmental conditions include but are not limited to: wind speed; wind direction; temperature; material volatility; temperature inversions; soil conditions and slope angle; or presence of people, pets, livestock, and wildlife.

The Contractor **shall cease** using powered spray equipment when environmental conditions are unfavorable in the following areas:

- within 150' of a well, spring, surface public water supply, or Atlantic salmon waters
- within 50' of a lake, pond, or stream not known to support Atlantic salmon

The Contractor must exercise caution when applying pesticides within these areas to guarantee compliance with applicable State and Federal regulations and Department variances and buffers.

In areas where the use of powered equipment is unreasonable due to unfavorable environmental conditions the Contractor may use hand pumped sprayer equipment provided all trucks, equipment, and personnel can work off pavement provided environmental conditions allow for such application.

The Contractor **shall never** apply herbicides within 10 feet of any water or apply herbicides in a manner that causes drift and deposition within 10 feet of any water.

The Contractor **shall not** apply herbicides in the following areas:

- within 150' of occupied buildings, homes, or playgrounds
- within 150' of parked vehicles
- within 150' of the boundary of organic farms, gardens, pedestrians, bicyclists, or picnic tables
- within 150' of pastures when animals are present
- within 20' of pastures when no animals are present
- within 20' of home lawns

- within MaineDOT No-Spray Agreement areas

The Contractor **shall not** apply herbicides in a manner that results in spray deposition on passing vehicles or people in the vicinity of operation.

## 2. Backpack Herbicide Applications:

Backpack Herbicide Application shall consist of a 2-person crew, at least one of which shall be a Maine licensed pesticide applicator, each with a backpack hand pump sprayer, a vehicle for transporting the crew and the herbicides and related materials, and appropriate signs and cones for traffic control. Sprayers which achieve pressure using motors (e.g. - powered by gasoline, electricity, or power take off) will not be allowed unless otherwise authorized by the Department. The Contractor shall apply herbicides supplied by the Department at rates specified by the Department. Applications may include but are not limited to foliar applications to tree species, foliar applications to invasive plants, and basal bark or stump treatment of tree species.

Applications will be at the request of the Region. Examples of areas designated for Backpack Herbicide Application may include interstate, vistas, or slope easements. Typical work may include being at one or more locations in the region for several hours at a time. Trucks shall be parked off pavement. Sign legends shall be covered or turned from view when Work is not in progress. Signs shall conform to the requirements of Part VI of the latest edition of the Manual of Uniform Traffic Control Devices, and NCHRP 350 guidelines.

## 3. 3rd Applicator for Backpack Herbicide Applications:

The Department may request a third person to work with a 2-Person Backpack crew when it improves efficiency. The 3<sup>rd</sup> applicator will have a hand pumped sprayer and will work applying herbicides for the specified task.

## 4. 3-Person Crew for Non-Interstate Guardrail Weed Control, Roadside Selective Weed Control, or other applications such as Invasive Plant Control:

This Work shall consist of a 3-person crew, at least one of which shall be a Maine licensed pesticide applicator, a shadow vehicle and an application vehicle with powered spray apparatus which allows the applicator to apply herbicides to guardrail, roadside weeds, invasive plants, or other applications as directed by the Department on non-interstate roads or other MaineDOT owned facilities for the control of vegetation.

When applying along roadsides, the shadow vehicle and the application vehicle may occupy a portion of the travel lane while spraying. The spray truck shall travel at a consistent speed, from 5 to 10 miles per hour continuously spraying in designated areas as directed by the Department using nozzles designed to minimize drift to the maximum extent. Applications will be at the request of the Department.

Traffic control for the 3-Person crew shall conform to the requirements of Section II. –No. 1, Roadside Herbicide Applications for Control of Brush, of this Special Provision.

To compensate for additional costs from continual use of the vehicles, the Department will pay for this crew at the hourly Backpack rate for a (2-person Backpack crew + 3<sup>rd</sup> Applicator) as quoted in the Schedule of Items, times 115% for each hour of work.

### **III. General Notes**

1. All Bidders must submit an affidavit of liability insurance and a copy of all State of Maine Master and Operator licenses for employees assigned to the Work prior to award or prior to any work being performed by employees not included in prior submittals.
2. 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. After Award and each new season, there will be a mandatory pre-season equipment & safety inspection and to review expectations for the year. Equipment calibration documentation may be a part of either inspection.
3. All required traffic control for Vegetation Management activities shall be incidental to the Contract.
4. All Work included in this Contract shall be performed during the daylight hours specified in Special Provision Section 107, Contract Time.
5. Equipment requiring frequent repairs shall be defined as one tractor requiring repairs for more than five (5) working days (or any part thereof) within a 30-day period. For equipment requiring frequent repairs the Contractor shall perform repairs to reduce repetitive breakdowns or may furnish an acceptable, equivalent replacement. In the case of delayed maintenance that affects performance, or if a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the MaineDOT, the Contractor shall repair the equipment promptly, or replace the equipment with another acceptable, equivalent unit. Failure to take acceptable corrective action may result in the MaineDOT or another Contractor performing all or part of the Work.
6. After Work on an asset is completed to the satisfaction of the Department, the Department may request a Spray Route or portions of a Spray 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 application shall be considered an increase in a Pay Item quantity.

7. The Contractor shall apply herbicides in accordance with Maine state pesticide regulations, Department policies, and EPA label requirements to include but not be limited to: quality of application, safety standards, spill mitigation, and personal conduct.
8. The Contractor shall employ a minimum of one Master level Maine licensed pesticide applicator with current license and with appropriate categories for the intended work. The Contractor shall provide a commercial Operator or Master level Maine licensed pesticide applicator with the appropriate category to be on site for every herbicide application.
9. The Department requires the Contractor to submit copies of pesticide licenses for all employees engaged in roadside spraying for the Department prior to the commencement of Work each year.
10. The Contractor shall supply all the equipment necessary to apply herbicides in a safe and effective manner.
11. The Department shall supply all herbicides, herbicide related materials, formulas, and formula rates.
12. The Contractor shall have an approved, complete Universal Spill Kit such as those supplied by Sorbent Products or equivalent, in all vehicles that are carrying herbicides whether concentrates or mixes.
13. The Contractor shall have a working cellular phone on site. The number of the phone shall be provided to the Department's Region Offices where the Work is performed and to the Department's Statewide Vegetation Manager.
14. When performing Vegetation Management, the Region Office shall be contacted, by e-mail, to e-mail addresses supplied by the Department, at the beginning of each day Work is to be performed with anticipated locations the Contractor anticipates working that day. Regions may request updates from the Contractor by phone when Contractor crews change locations during the day.
15. The Contractor shall submit Daily Spray Work Reports to the Department using an internet reporting system provided by the Department, no later than the end of business the day following application.
16. Each of the Contractor's vehicles used for this Contract shall be equipped with a minimum of 2 high intensity rotating or strobe lights plainly visible from the front and the rear. The lens shall be clear amber glass. The bulb shall be a minimum of 1,000,000 candlepower. The light ray shall sweep at a rate of 60 flashes per minute over a 360-degree area. This signal system shall be in operation continuously while the vehicle is on any part of the travel lanes, ramps, or shoulders.

17. All warning signs used by the Contractor shall be 3'x3' diamond shape with 5" high black letters on an orange background except when working on the interstate where the sign size shall be 4'x4' with 6" letters. Roadside signs shall be set with the bottom of the sign at least 1' above the travel way. Vehicle mounted signs shall be mounted with the bottom of the signs at a minimum height of 48 inches above the pavement.
18. The Contractor shall understand and be familiar with and at all times comply with all Federal, State, and local ordinances, and regulations which in any manner affect the conduct of this Work. The Department shall stop the Contractor if violations are observed. The Contractor shall not resume Work until the violations are resolved to the satisfaction of the Department. **Failure to do so may result in progressive discipline up to and including Contract termination.**
19. The Contractor shall not be compensated for non-approved work, regulatory violations, or fraudulent reporting.
20. The Department will provide maps identifying spray routes to be treated and information regarding length and location. The mileage information provided shall be the official mileage used as the measurement for compensating the Contractor.
21. There shall be no guarantee of a minimum number of miles or hours worked.
22. The Department will only pay for actual hours worked or miles covered. The Department will not pay for travel time to or from Work.
23. The Department may increase or decrease the Contract amount and quantities from those estimated and such increase or decrease shall not be considered Extra Work.
24. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid.
25. The Contractor is considered to be at Work during the day while performing assigned duties.
26. The Contractor may use Department camps to store trucks and equipment while operating in the crew area covered by the camp. Arrangements must be made in advance with the Region Vegetation Manager for such purposes.
27. Regions may require the Contractor to notify crew supervisors in advance of when work is scheduled in their crew area. Water for filling spray tanks may be available at camps after authorization from the crew supervisor. The Department will provide lists of contacts and phone numbers upon request.

28. Workers shall have appropriate personal safety equipment including but not limited to hard hats, reflective vests, safety glasses, safety toe boots, long sleeved shirt, long pants, chemical resistant gloves with cuffs over shirt sleeves and PPE to comply with all Federal and State regulations, and Department policies.

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 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’.

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, 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 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.

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.

The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the 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

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.