

Non-Interstate Roadside Mowing

Regions 2 and 3

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 or Schedule of Items in Appendix A, d) two copies of the completed and signed Contract Agreement form, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for items Bidder is bidding in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - WIN or Title: **Non-Interstate Roadside Mowing**
 - Towns, Regions, or Location: **Regions 2 and 3**
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

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

- Double Envelope: Bid Enclosed
- WIN or Title: **Non-Interstate Roadside Mowing**
- Towns, Regions, or Location: **Regions 2 and 3**
- Date of Bid Opening:
- Name of Contractor:

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

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

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

- Bid Enclosed: Do Not Open
- WIN or Title: **Non-Interstate Roadside Mowing**
- Towns, Regions, or Location: **Regions 2 and 3**
- Date of Bid Opening:
- Name of Contractor:

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

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, 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 **Non-Interstate Roadside Mowing in Region 2, Area 1; Region 3**” will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **July 5, 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: Roadside Mowing Non-Interstate

Location: Region 2 in the counties of Sagadahoc, Lincoln, Kennebec, Androscoggin
Region 3 in the counties of Oxford, Franklin, Somerset, Piscataquis

Outline of Work: Mowing roadside areas and other incidental work in Regions 2, and 3

Bidders may bid on one or more sections: Region 2 Area 1; Region 3 Mowing; and Region 3 Swing/Side Arm Mulching.

The basis of award will be by section.

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/>. They may be seen at the MaineDOT Building in Augusta, Maine and at the Department of Transportation’s Regional Offices in Augusta and Wilton. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, may be requested by telephone at (207) 624-3536 or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

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

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

This Contract is subject to all applicable State Laws.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
June 14, 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

Bidders Must Bid all Items in any Section Bid. Bidders may Bid one or more Sections.

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.

Section 1: Region 2 Area 1				
Item Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	<u>Total Cost</u> (Unit Cost times Quantity)
(1) Eight Foot cut of grass adjacent to paved shoulder on both sides of the road	345	CLM	\$	\$

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)

Bidders Must Bid all Items in any Section Bid. Bidders may Bid one or more Sections.

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.

Section 2: Region 3 Area 2 Mowing – Done Alternate Years				
(1) Eight Foot cut of grass adjacent to paved shoulder on both sides of the road	190	CLM	\$	\$

- Region 3 Area 2 is currently only mowed on alternate years (2023, 2025, 2027)

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)

Bidders Must Bid all Items in any Section Bid. Bidders may Bid one or more Sections.

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.

Section 3: Region 3 Mulching with Swing/Side Arm on Route 113				
Item Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	<u>Total Cost</u> (Unit Cost times Quantity)
Mow/Brush Cut on Route 113 with swing arm mower to the tree line (width varies)	10.77	CLM	\$	\$

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.

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, **Non-Interstate Roadside Mowing in Region 2 Area 1; Region 3;** in the Counties of York, Cumberland, Oxford, Somerset, Sagadahoc, Lincoln, Androscoggin, Kennebec, Franklin, Knox, Waldo, Penobscot, Piscataquis, Hancock, and Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contract commences on **June 12, 2023**, or when executed whichever is latest and expires on **April 1, 2024** unless extended under the terms of this contract. The Contractor agrees to complete all Work, except warranty work, on or before **September 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 for up to five (5) additional one-year periods.

CTM: _____
 TEDOCS# _____
 CSN _____

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 Unit Price from the Schedule of Items.

Mowing will be paid for at the Unit Cost Payment Rate per Center Line Mile (CLM) 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)
Increase of \$0.00 – \$0.49	No change
Increase of \$0.50 - \$1.49	Increase \$0.20
Increase of \$1.50 – \$2.49	Increase \$0.40
Increase of \$2.50 – \$3.49	Increase \$0.60
Decrease of \$0.00 - \$0.99	No change
Decrease of \$1.00 - \$1.99	Decrease \$0.20
Decrease of \$2.00 - \$2.99	Decrease \$0.40
Decrease of \$3.00 or more	Decrease \$0.60

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.

CTM: _____
TEDOCS# _____
CSN _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

Non-Interstate Roadside Mowing in Region 2 Area 1; Region 3

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.

CTM: _____
TEDOCS# _____
CSN _____

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

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

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

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

CTM: _____

TEDOCS# _____

CSN _____

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):

<input type="checkbox"/> Region 2 Area 1	\$
<input type="checkbox"/> Region 3 Area 2 Mowing	\$
<input type="checkbox"/> Region 3 Mulching	\$

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, **Non-Interstate Roadside Mowing in Region 2 Area 1; Region 3;** in the Counties of York, Cumberland, Oxford, Somerset, Sagadahoc, Lincoln, Androscoggin, Kennebec, Franklin, Knox, Waldo, Penobscot, Piscataquis, Hancock, and Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contract commences on **June 12, 2023,** or when executed whichever is latest and expires on **April 1, 2024** unless extended under the terms of this contract. The Contractor agrees to complete all Work, except warranty work, on or before **September 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 for up to five (5) additional one-year periods.

CTM: _____
 TEDOCS# _____
 CSN _____

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 Unit Price from the Schedule of Items.

Mowing will be paid for at the Unit Cost Payment Rate per Center Line Mile (CLM) 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)
Increase of \$0.00 – \$0.49	No change
Increase of \$0.50 - \$1.49	Increase \$0.20
Increase of \$1.50 – \$2.49	Increase \$0.40
Increase of \$2.50 – \$3.49	Increase \$0.60
Decrease of \$0.00 - \$0.99	No change
Decrease of \$1.00 - \$1.99	Decrease \$0.20
Decrease of \$2.00 - \$2.99	Decrease \$0.40
Decrease of \$3.00 or more	Decrease \$0.60

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.

CTM: _____
TEDOCS# _____
CSN _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

Non-Interstate Roadside Mowing in Region 2 Area 1; Region 3

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.

CTM: _____
TEDOCS# _____
CSN _____

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

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

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

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

CTM: _____

TEDOCS# _____

CSN _____

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):

<input type="checkbox"/> Region 2 Area 1	\$
<input type="checkbox"/> Region 3 Area 2 Mowing	\$
<input type="checkbox"/> Region 3 Mulching	\$

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, Non-Interstate Roadside Mowing in Region 1; Region 2 Areas 1, 4; Region 3; Region 4 Areas 3, 4, 5, in the Counties of York, Cumberland, Oxford, Somerset, Sagadahoc, Lincoln, Androscoggin, Kennebec, Franklin, Knox, Waldo, Penobscot, Piscataquis, Hancock, and Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and supplies required to perform the Work including quality control including inspection, documentation, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contract commences on June 12, 2023, or when executed whichever is latest and expires on April 1, 2024 unless extended under the terms of this contract. The Contractor agrees to complete all Work, except warranty work, on or before September 1 of each year. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this Contract, at bid prices for up to five (5) additional one-year periods.

CTM: _____

TEDOCS# _____

CSN _____

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 Unit Price, and the Hour Unit Price from the Schedule of Items.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

CTM: _____

TEDOCS# _____

CSN _____

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

Non-Interstate Roadside Mowing in Region 1; Region 2 Areas 1, 4; Region 3; Region 4 Areas 3, 4, 5

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

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

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

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

CTM: _____

TEDOCS# _____

CSN _____

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 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):

<input type="checkbox"/> Region 1	\$	<input type="checkbox"/> Region 3 swing arm	\$
<input type="checkbox"/> Region 2 Area 1	\$	<input type="checkbox"/> Region 4 Area 3	\$
<input type="checkbox"/> Region 2 Area 4	\$	<input type="checkbox"/> Region 4 Area 4	\$
<input type="checkbox"/> Region 3 mowing	\$	<input type="checkbox"/> Region 4 Area 5	\$

The original contract amount is: \$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

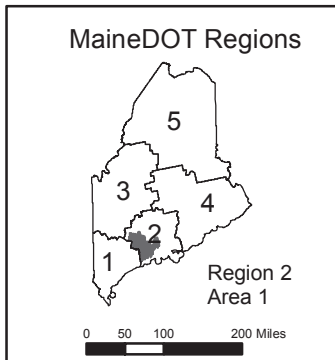
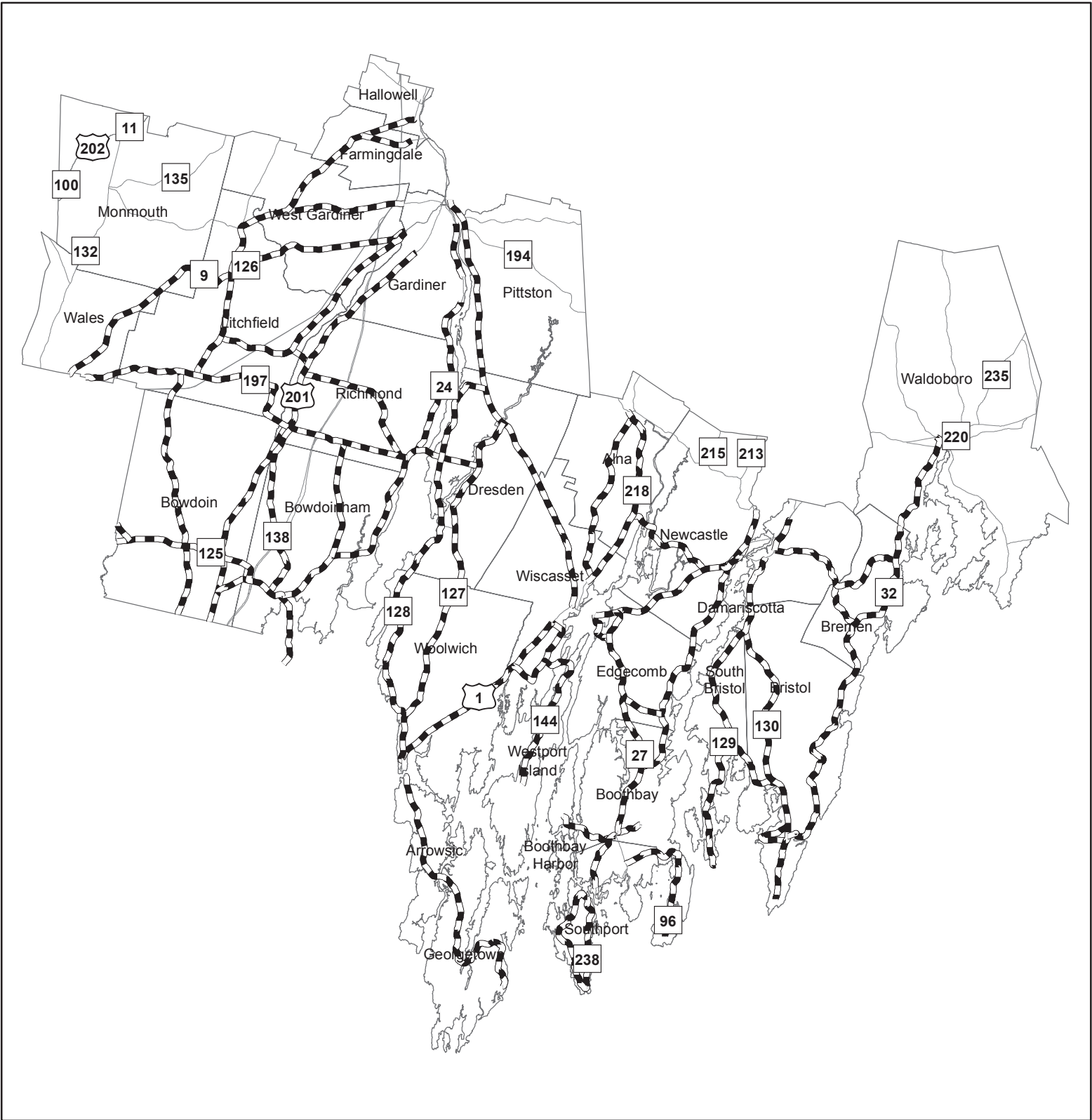
Date

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).]



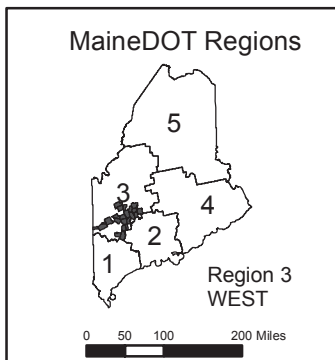
Roadside Mow Routes

Region 2 Area 1



 Mow Routes





Roadside Mow Routes Region 3 WEST

188.08 - Total Center Line Miles
376.16 Shoulder Miles



 Mow Routes



SPECIAL PROVISION
SECTIONS 102 BIDDING & 103 AWARD & CONTRACTING
(Basis of Award)

Bidders may bid one or more Sections in accordance. For each Section bid, Bidders are required to bid all pieces of items in that Section. Each Section will be awarded separately.

Withdrawal of Bids in Multiple Bid Context

Bids may not be withdrawn after the time of Bid Opening, except under the limited circumstance set forth in this Section.

If a Bidder has submitted Bids for multiple Sections that have the same Bid Opening time, and if after the reading of Bids, the Bidder has submitted the apparent low Bid on more than one Section, then the Bidder may withdraw any Bids on one or more Sections if they do not have sufficient the personnel and equipment available for the Work to deliver according to the contract schedule in all Sections for which they have submitted the apparent low Bid. Such a request for withdrawal must be made in writing. Bids withdrawn will not be considered.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder shall be able to comply with the Contract Requirements, have sufficient the personnel and equipment available for the Work to deliver according to the contract schedule in all Areas for which they have submitted, the apparent low Bid, and have a history of satisfactory performance.

After Bid Opening and as a condition for Award of the Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work. If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications. The Bidder may be required to demonstrate that the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in roadside mowing. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years. The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule. Upon receipt of the pre-award submittals and/or equipment inspection, the Department will review information and determine if the submittals and inspection satisfy the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The Contractor shall be allowed to commence Work on or after June 12, 2023, provided that the Contract has been executed and all required submittals have been received and approved by the Department.

The Contractor shall begin Work on or before June 19, 2023, or one week after the date the Contract is executed, whichever is later.

The specified Contract Completion Date is September 1, 2023. All Work must be Complete by the Contract Completion Date specified in the Contract, and any authorized extensions

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 **March 31, 2029**.

If the Contract is extended beyond 2023, each year, the Contractor shall be allowed to begin Work on or after the second Monday in June and shall begin Work no later than the third Monday in June.

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

SPECIAL PROVISION SPECIFICATIONS FOR WORK

Scope of Work:

The Work consists of mowing roadside vegetation on state arterial & collector roads in Regions 2 and 3 for the Maine Department of Transportation in the following Areas of the Regions:

Region 2 Area 1

Region 3 Area 2

Region 3 Swing/Side Arm Mulching on Route 113

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

Mowing on Route 113, from the intersection of Route 2 in Gilead to the Batchelders Grant TWP/New Hampshire border, will consist of using a swing/side arm mower to remove all vegetation above six (6) inches in height from the roadside to the tree line, including behind guardrail.

General Notes

The following provisions are required:

1. The Department may require a meeting with the Contractor prior to Award at their facility to review equipment and personnel to ensure the Contractor has sufficient resources for satisfactory completion of the Work.
2. Contractors shall begin and complete Work in accordance with Special Provision, Section 107, Contract Time.
3. Once Work commences the Contractor shall remain at Work in the Area or Areas awarded and at a minimum at least one tractor shall be continuously deployed in each Area until all Work assigned is completed to the satisfaction of the Department.
4. Contractors shall notify the Region Vegetation Manager by e-mail prior to Work each day with a list of mow route assets where Work will be performed, and the crew or crews assigned to the Work.
5. Inslopes and backslopes that are too steep to safely navigate mowing tractors shall not be mowed.

6. All roads shall have (1) eight-foot-wide cut of the grass as it occurs along the roadside. If the shoulder has no grass starting at edge of pavement, an eight-foot-wide cut shall begin where the grass begins to grow and grows continuously down the inslope.
7. If mowing an eight-foot-wide cut is not possible the Contractor shall mow a swath as wide as roadside conditions allow.
8. A Center Line Mile (CLM) is the basis for payment and includes mowing an eight-foot-wide cut on both sides of the road.
9. The Department may add additional Work, in accordance with the terms and conditions of the Contract, and said additional Work shall not be considered Extra Work.
10. Contractors shall be responsible for all fuel, grease, routine maintenance including oil, filters, and other parts, servicing, operation, protection such as guards and shields for their equipment, as well as mobilization and all other incidentals necessary for day-to-day operation.
11. Contractors shall take all necessary precautions to avoid fuel and oil spills and contain and clean up spills if they occur in accordance with all applicable laws and regulations.
12. Mower operators shall be responsible for setting signs at 2-mile intervals in accordance with Department requirements for establishing Work Zones.
13. In lieu of setting signs, Contractors may choose to provide a full-time shadow vehicle to follow behind the mowing operation. The use of a shadow vehicle shall follow all guidelines set forth by the MUTCD or the Department for a moving operation.
14. The Contractor shall supply signs that comply with current MUTCD guidelines. Signs shall say WORK AREA AHEAD or MOWING AHEAD.
15. Mowing tractors shall have a slow-moving vehicle triangle mounted and plainly visible from the rear of the tractor.
16. Mowing tractors shall use flashers at all times when in operation.
17. Tractors shall meet all OSHA standards, be registered for highway operation, and the Contractor shall provide insurance requirements in accordance with Section 110 of the Standard Specifications.
18. Tractor operators shall have a valid driver's license in their possession.
19. Flail, disk, or sickle bar mowers may be used. Brush hog mower decks are not acceptable. A swing/side arm mower will be used on Route 113.

20. The Department reserves the right to remove Mow Routes from the list of Routes to be mowed at any time for any reason.
21. Contractors are responsible for determining the order in which mow routes are mowed.
22. Any damage caused to slopes, ditches, pavement or any other MaineDOT property caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Department. All work, equipment, and materials required to make repairs shall be the Contractor's expense.
23. 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.
24. After Work on an asset is completed to the satisfaction of the Department, the Department may request a Mow Route or portions of a Mow Route be mowed a second time. Such Work shall be paid at the CLM price provided in the Schedule of Items in accordance with the Bid and Contract. Such work shall be assigned by Contract Modification and signed by both parties. Performing a second mowing shall be considered an increase in a Pay Item quantity.
25. Contractors shall perform Work only during the following times unless expressly specified otherwise in this contract or approved by the Department:
 - a. Contractors shall perform routine maintenance, repairs, and mow between sunrise and sunset Monday through Friday. Unless otherwise described in the Contract, the Contractor may commence Work and end Work daily in accordance with the Sunrise/Sunset Table. The Sunrise/Sunset table may be accessed at: <http://www.sunrisesunset.com/usa/Maine>
 - b. Mowing operations shall not begin or shall cease if travel conditions make mowing a safety risk to the travelling public. Conditions may include but are not limited to: poor visibility, storms producing lightning, heavy rain, hail, strong winds, or flooding.
 - c. Work on Sundays is prohibited; however, Contractors may perform routine service and equipment repairs on Sundays provided all equipment and vehicles are off the road.
 - d. Contractors shall not perform Work during any state government closure days.
 - e. The Contractor is solely responsible for the planning and execution of Work for the satisfactory completion of Work within the Contract Time.

Invoices and Payment:

Contractors are required to use an internet application provided by the Department to report work accomplishments and completion of individual mow route assets. Data reported is stored in a Department database. Assets reported and accepted by the Department are processed electronically for payment. This eliminates the need to provide paper invoices for payment. Training will be provided to each Contractor on an as needed basis to learn the use of the internet reporting system.

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

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

The Contractor shall be responsible for all damage to existing structures, guardrail, drainage ways and/or slopes resulting from any act, omission, neglect, or misconduct of the Contractor. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to complete such rebuilding in a timely manner, the Department may commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

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

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

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project or Work location, and/or Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

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

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

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

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

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

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

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

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

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

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

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

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

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

If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.

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

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

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

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

103.5 Award Conditions Replace the first paragraph with the following:

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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

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

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

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

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

104.4.3 Progress Meetings Delete the entire section 104.4.3.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including

all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.”

SPECIAL PROVISION SECTION 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 107
TIME

Delete the entire section 107.4 and replace with the following:

107.4.1 General Duty of Contractor The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

SPECIAL PROVISION SECTION 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:

1st Incident: If the Contractor does not take corrective action within two days upon receipt of verbal warning, the Department will issue a written warning.

2nd Incident: The Department will issue a written warning.

3rd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.